IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA
and STATE OF CONNECTICUT

Plaintiffs,

v.

TOWN OF SOUTHINGTON, ET AL.,

Defendants.

CIVIL ACTION

Nos. 3:98cv8 (GLG)

and 3:98cv236 (AHN)

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Old Southington Landfill Superfund Site in Southington, Connecticut ("Site"), together with accrued interest; and (2) performance of studies and response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Connecticut (the "State") on or about June 8, 1995 of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The State has also filed a complaint against the defendants and the United States in this Court alleging that the defendants and the Settling Federal Agencies, as defined in this Consent Decree, are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Conn. Gen. Stats. §§ 22a-451 for recovery of the response costs incurred by the State and for the recovery of the costs and expenses incurred by the State in investigating, containing, removing, monitoring or mitigating pollution and contamination allegedly caused by the defendants.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Natural Resource Trustees for the State, the National Oceanic and Atmospheric Administration, and the United States Fish & Wildlife Service on April 11, 1997 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Consent Decree.

F. The Settling Defendants, as defined in this Consent Decree, do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment. The Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by the Settling Defendants or any claim by the State.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, by publication in the Federal Register on September 21, 1984, 49 Fed. Reg. 37,083.

H. In response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, the Town of Southington ("Town"), United Technologies Corp., Pratt & Whitney Division ("UTC"), and Solvents Recovery Service of New England ("SRSNE"), under EPA oversight, commenced on September 29, 1987, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430. SRSNE later became insolvent and suspended participation in the RI/FS. In 1989, General Electric Company agreed to participate in the performance of the RI/FS.

I. The RI/FS Report was completed on December 10, 1993. EPA issued an addendum to the RI/FS Report on May 23, 1994.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the RI/FS and of the proposed plan for remedial action on May 23, 1994, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Record of Decision ("ROD"), executed on September 22, 1994, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

L. On or about November 25, 1995, the United States, the State, and the majority of the Settling Defendants ("ADR Parties") entered into an Alternative Dispute Resolution Agreement ("ADR Agreement") regarding the Site. The ADR Agreement provided for an allocation process pursuant to which neutral allocators would assign shares of responsibility to various parties based on their connection with the Site. The allocation process was an EPA pilot program and was described in an appendix to the ADR Agreement. In connection with the pilot program, EPA stated its intention to fund a portion of the remedial costs, generally described as the aggregate of: (1) the costs attributable to identified parties which are insolvent or defunct, (2) a portion of the costs attributable to parties with a limited ability to pay all of their allocated response costs, and (3) a portion of the costs attributable to the presence of municipal solid waste at the Site.

M. On September 3, 1996, the United States and the ADR Parties entered into an Allocation Settlement Agreement for the Site which set forth shares for each ADR Party for costs associated with implementation of the remedial action required by the ROD, the United States' past costs, EPA's future oversight costs associated with the ROD, and past costs incurred by some of the private parties. Subsequently, the Settling Federal Agencies also entered into the Allocation Settlement Agreement. Pursuant to the Allocation Settlement Agreement, the United States has agreed to not to seek reimbursement for certain costs. Pursuant to the Allocation Settlement Agreement, the Town and UTC have agreed to perform the Remedial Design/Remedial Action set forth in the ROD.

N. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by the Performing Settling Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

O. Solely for the purposes of Section 113(j) of CERCLA, the Remedial Action selected by the ROD and the Work to be performed by the Performing Settling Defendants shall constitute a response action taken or ordered by the President.

P. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants with respect to the complaints filed in this matter and this Consent Decree only. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States, on behalf of EPA and the Settling Federal Agencies, and the State and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

3. Performing Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Performing Settling Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Performing Settling Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Performing Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Performing Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"Ability to Pay Parties or "ATP Parties" shall mean the following Contributing Settling Defendants: American Standard Company, Bruce Manufacturing and Molding Company, Inc., Clark Brothers Bolt Company, Inc., the Estate of Carleton H. Boll, The Five Star Company, GMT Manufacturing Company, Inc., Lake Eyelet Manufacturing Company, Inc., M. Swift and Sons Company, Nelson Tool and Machine and Solvents Recovery Service of New England, Inc.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Decree and any appendix, this Decree shall control.

"Commercial Properties" shall mean the properties in Southington, Connecticut located at: (a) 503 and 579 Old Turnpike Road; (b) 477 Old Turnpike Road; and (c) 455 Old Turnpike Road and owned by the Owner Settling Defendants.

"Contributing Settling Defendants" shall mean the Settling Defendants listed in Appendix C.

"CDEP" shall mean the Connecticut Department of Environmental Protection and any successor departments or agencies of the State.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Consent Decree as provided by Paragraph 136.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Future Response Costs" shall mean all direct and indirect costs that the United States and the State incur and pay: (a) pursuant to Paragraphs 31, 55, 74 or 113 and Subparagraph 18.b; (b) in seeking to enforce a provision of this Consent Decree, together with any accrued Interest; and (c) all costs incurred in connection with the relocation of Residential Owners to the extent such costs exceed $400,000. Future Response Costs shall not include Groundwater Remedy Costs.

"GE" shall mean General Electric Company.

"Groundwater Remedy" shall mean the response action(s) selected in future record(s) of decision or action memorandum(a) regarding the groundwater at or migrating from the Site. The Groundwater Remedy shall not include the Work.

"Groundwater Remedy Costs" shall mean any costs that the United States, the State or any private party incurs or pays in connection with the Groundwater Remedy. Groundwater Remedy Costs shall not include any costs incurred in performing the Work.

"Interest," shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"Lash Property" shall mean the property located at 497 Old Turnpike Road, Rear, Southington, Connecticut and owned by Lash Realty Trust.

"Matters Addressed in this Consent Decree" or "Matters Addressed" shall mean Past Response Costs, Private Party Past Costs, and all costs relating to the ROD to be incurred by the United States, the State or any private party. "Matters Addressed" does not include those response costs or response actions as to which the United States or the State has reserved its rights under this Consent Decree (except for claims for failure to comply with this Consent Decree), in the event that the United States or the State asserts rights against Settling Defendants coming within the scope of such reservations.

"Memorandum of Understanding" or "MOU" shall mean the agreement entered into between the Performing Settling Defendants, EPA and certain Owner Settling Defendants for acquisition of the Commercial Properties and for the relocation of the businesses located on the Commercial Properties. The MOU is attached as Appendix F.

"Meriden Property" shall mean the property located at 497 Old Turnpike Road, Southington, Connecticut and owned by Meriden Box Company.

"Municipal Solid Waste" shall mean all waste materials generated by households, including single and multi-family residences, and hotels and motels. The term also includes waste materials generated by commercial, institutional, and industrial sources, to the extent such wastes (A) are essentially the same as waste normally generated by households, or (B) are collected and disposed of with other municipal solid waste or sewage sludge as part of normal municipal solid waste collection services and, regardless of when generated, would be considered conditionally exempt small quantity generator waste under regulations issued pursuant to Section 3001(d)(4) of the Solid Waste Disposal Act, 42 U.S.C. § 6921(d)(4)). Examples of Municipal Solid Waste include food and yard waste, paper, clothing, appliances, consumer product packaging, disposable diapers, office supplies, cosmetics, glass and metal food containers, elementary or secondary school science laboratory waste, and household hazardous waste. The term does not include combustion ash generated by resource recovery facilities or municipal incinerators, or waste from manufacturing or processing (including pollution control) operations not essentially the same as waste normally generated by households.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"NOAA" shall mean the National Oceanic and Atmospheric Administration, and any successor departments, agencies, or instrumentalities thereof.

"Operation and Maintenance" or "O&M" shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the SOW.

"Owner Settling Defendants" shall mean Harold L. Charette, Pike Realty, Inc., Richard Vaillancourt, Lash Realty Trust, Albert L. Lash, Jr., Nancy J. Lash and Robert A. Lash.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter, unless otherwise specified.

"Parties" shall mean the United States, the State of Connecticut, the Settling Defendants, and the Settling Federal Agencies.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the State incurred or paid at or in connection with the Site through the Effective Date, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

"Performance Standards" shall mean the cleanup standards and other measures of achievement of the goals of the Remedial Action, set forth in Section XII.A of the ROD and Section IV of the SOW.

"Performing Settling Defendants" shall mean the Town and UTC.

"Plaintiffs" shall mean the United States and the State of Connecticut.

"Private Party Past Costs" shall mean all direct and indirect costs that any private party incurred or paid at or in connection with the Site as of the Effective Date, except for any costs or damages associated with private party lawsuits.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision for the Interim Remedial Action at the Site signed on September 22, 1994, by the Regional Administrator, EPA Region I - New England or his delegate, and all attachments and any amendments to the ROD. The ROD is attached as Appendix A.

"Remedial Action" shall mean those activities, except for Operation and Maintenance, to be undertaken by the Performing Settling Defendants to implement the ROD, in accordance with the SOW and the final Remedial Design and Remedial Action Work Plans and other plans approved by EPA.

"Remedial Action Work Plan" shall mean the document developed pursuant to Paragraphs 12.d and 13 and approved by EPA, and any amendments thereto.

"Remedial Design" shall mean those activities to be undertaken by the Performing Settling Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document developed pursuant to Paragraph 12 and approved by EPA, and any amendments thereto.

"Residential Owners" shall mean Morrill and Laurie Barnes and Mark and Nancy Simone.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean the Owner Settling Defendants, the Performing Settling Defendants and the Contributing Settling Defendants.

"Settling Federal Agencies" shall mean the United States Department of Defense and the United States General Services Administration and their predecessor, component and successor agencies.

"Sewage Sludge" means solid, semisolid, or liquid residue removed during the treatment of municipal waste water, domestic sewage, or other waste water at or by publicly owned or federally owned treatment works.

"Site" shall mean the Old Southington Landfill Superfund Site, encompassing approximately 11 acres, located along Old Turnpike Road in Southington, Hartford County, Connecticut and depicted generally on the map attached as Appendix E.

"State" shall mean the State of Connecticut, including all of its departments, agencies, and instrumentalities.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance at the Site, as set forth in Appendix B to this Consent Decree and any modifications made in accordance with this Consent Decree.

"Subparagraph" shall mean a portion of this Consent Decree identified by a lower case letter.

"Supervising Contractor" shall mean the principal contractor retained by the Performing Settling Defendants to supervise and direct the implementation of the Work under this Consent Decree.

"Town" shall mean the Town of Southington, Connecticut.

"Trust Fund" shall mean the trust fund established by the Performing Settling Defendants pursuant to Section XVI.

"United States" shall mean the United States of America, including all of its departments, agencies, and instrumentalities.

"UTC" shall mean United Technologies Corp., Pratt & Whitney Division.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material" under Sections 22a-449(c)-100 through 22a-449(c)-110 and Section 22a-449(c)-11 of the Regulations of Connecticut State Agencies and Conn. Gen. Stat. § 22a-115.

"Work" shall mean all activities Performing Settling Defendants are required to perform under this Consent Decree, except those required by Section XXVI (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the design and implementation of response actions at the Site by the Performing Settling Defendants, to resolve the United States' and the State's claims against Settling Defendants for Past and Future Response Costs, to resolve claims against Settling Defendants for past and certain future response costs incurred by private parties, and to resolve claims against the Settling Federal Agencies for certain past and future response costs by the State and private parties.

6. Commitments by Settling Defendants and Settling Federal Agencies

a. Performing Settling Defendants shall finance and perform the Work in accordance with this Consent Decree, the ROD, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Performing Settling Defendants and approved by EPA pursuant to this Consent Decree. Contributing Settling Defendants and the Settling Federal Agencies shall pay the settlement amounts specified in Appendix D, which funds shall be used to partially fund the Work, to pay a portion of the United States' enforcement costs, and to resolve the Plaintiff's and private parties' claims for past and certain future response costs, in accordance with the terms of this Consent Decree.

b. The obligations of the Performing Settling Defendants to perform the Work under this Consent Decree are joint and several. In the event of the insolvency or other failure of one Performing Settling Defendant to implement the requirements of this Consent Decree, the remaining Performing Settling Defendant shall complete all such requirements.

7. Compliance With Applicable Law. All activities undertaken by Settling Defendants and Settling Federal Agencies pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Performing Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all Federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits

a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site. For purposes of this Paragraph, "on-site" means within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work. Where any portion of the Work that is not on-site requires a federal or state permit or approval, Performing Settling Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Performing Settling Defendants may seek relief under the provisions of Section XIX (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work provided that they made a timely and complete application pursuant to Paragraph 78.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

9. Notice to Successors-in-Title

a. Upon request by EPA, with respect to any property owned or controlled by a Settling Defendant(s) that is located within the Site, within 15 days after the Effective Date, such Settling Defendant(s) shall submit to EPA for review and approval a notice to be filed with the Southington Town Clerk and recorded on the land records of the Town of Southington, which shall provide notice to all successors-in-title that the property is part of the Site, that EPA selected a remedy for the Site on September 22, 1994, and that potentially responsible parties have entered into a Consent Decree requiring implementation of the remedy. Such notice(s) shall identify the United States District Court in which the Consent Decree was filed, the name and civil action number of this case, and the date the Consent Decree was entered by the Court. Such Settling Defendant(s) shall record the notice(s) within 10 days of EPA's approval of the notice(s). Such Settling Defendant(s) shall provide EPA with a certified copy of the recorded notice(s) within 10 days of recording such notice(s). The Owner Settling Defendants shall not be required to file a notice to the extent that the property will be transferred to EPA, the State or the Town.

b. At least 30 days prior to the conveyance of any interest in property located within the Site including, but not limited to, fee interests, leasehold interests, and mortgage interests, the Settling Defendant(s) conveying the interest shall give the grantee written notice of (I) this Consent Decree, (ii) any instrument by which an interest in real property has been conveyed that confers a right of access to the Site (hereinafter referred to as "access

easements") pursuant to Section IX (Access and Institutional Controls), and (iii) any instrument by which an interest in real property has been conveyed that confers a right to enforce restrictions on the use of such property (hereinafter referred to as "restrictive easements") pursuant to Section IX (Access and Institutional Controls). At least 30 days prior to such conveyance, the Settling Defendant(s) conveying the interest shall also give written notice to EPA and the State of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree, access easements, and/or restrictive easements was given to the grantee.

c. In the event of any such conveyance by a Settling Defendant, that Settling Defendant's obligations under this Consent Decree, including, but not limited to, its obligation to provide or secure access and institutional controls, as well as to abide by such institutional controls, pursuant to Section IX (Access and Institutional Controls), shall continue to be met by such Settling Defendant(s). In no event shall the conveyance release or otherwise affect the liability of such Settling Defendant(s) to comply with all provisions of this Consent Decree, absent the prior written consent of EPA. If the United States approves, the grantee may perform some or all of the Work under this Consent Decree.

d. The Owner Settling Defendants that have signed the MOU shall not transfer the Commercial Properties except in accordance with the MOU.

VI. PERFORMANCE OF THE WORK

10. The Performing Settling Defendants shall perform the Work in accordance with the Consent Decree, the ROD, the SOW, all modifications to the SOW, and all design specifications, Work Plans or other plans or schedules attached to or approved pursuant to the SOW. The Work includes, but is not limited to: acquisition of properties located on the Site, relocation of affected businesses, removal of all residential and commercial structures from the landfill, excavation and consolidation of discrete semi-solid materials in the landfill into a lined cell on Site, installation and O&M of a cap, installation and O&M of a landfill gas collection system, long-term monitoring for groundwater, landfill gas, surface water and sediment, five year reviews, supplemental groundwater studies, such institutional controls as are necessary for implementation of the Remedial Action and the meeting of the Performance Standards.

11. Selection of Supervising Contractor. All aspects of the Work to be performed by Performing Settling Defendants pursuant to Sections VI (Performance of the Work), VII (Remedy Review), VIII (Quality Assurance, Sampling and Data Analysis), and XV (Emergency Response) shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA after a reasonable opportunity for review and comment by the State. Within 10 days after the signature of the EPA Regional Administrator on this Consent Decree, Performing Settling Defendants shall notify EPA and the State in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. EPA will issue a notice of disapproval or an authorization to proceed. If at any time thereafter, Performing Settling Defendants propose to change a Supervising Contractor, Performing Settling Defendants shall give such notice to EPA and the State and must obtain an authorization to proceed from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

12. Remedial Design.

a. In order to expedite Remedial Design at the Site, Performing Settling Defendants will commence performance of Remedial Design activities required under this Paragraph and the Bedrock Groundwater Investigation Work Plan referred to in Attachment A of the SOW upon the lodging of the Consent Decree, and shall perform such Remedial Design activities up to and including the submission of the deliverables listed in Section IX of the SOW, paragraphs A and B. However, if the United States withdraws from this Consent Decree pursuant to Section XXXIII (Lodging and Opportunity for Public Comment) or the Court denies entry of the Consent Decree before completion of the Remedial Design activities, the Performing Settling Defendants may suspend performance of Remedial Design activities as of: (i) the date the United States notifies Performing Settling Defendants that the United States has withdrawn from the Consent Decree, or (ii) the date of denial of entry by the Court. Upon the Effective Date, this Consent Decree shall govern the continued performance of the Work by the Performing Settling Defendants, and all ongoing obligations existing from the date of lodging will continue without interruption and shall be enforceable obligations under this Consent Decree.

b. In accordance with the SOW, the Performing Settling Defendants shall submit to EPA and the State a Predesign Work Plan and Project Operations Plan for the Remedial Action at the Site. The Predesign Work Plan shall describe all tasks and investigations which must be undertaken prior to the Remedial Design to facilitate the Remedial Design and ensure effectiveness of the Remedial Action. Upon its approval by EPA, and after a reasonable opportunity for review and comment by the State, the Predesign Work Plan and Project Operations Plan shall be incorporated into and become enforceable under this Consent Decree. Performing Settling Defendants shall submit to EPA and the State a Predesign Report and Project Operations Plan as set forth in the SOW.

c. In accordance with the SOW, Performing Settling Defendants shall submit to EPA and the State a work plan for the design of the Remedial Action at the Site ("Remedial Design Work Plan" or "RD Work Plan"). The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, in accordance with the SOW, and for achievement of the Performance Standards and other requirements set forth in the ROD, this Consent Decree and/or the SOW. Upon its approval by EPA, the Remedial Design Work Plan shall be incorporated into and become enforceable under this Consent Decree. In accordance with the SOW, the Performing Settling Defendants shall submit to EPA and the State a revised Project Operations Plan, including a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

d. In accordance with the SOW, upon approval of the Remedial Design Work Plan and revised Project Operation Plan by EPA, after a reasonable opportunity for review and comment by the State, and submittal of the Health and Safety Plan for all field activities to EPA and the State, Performing Settling Defendants shall implement the Remedial Design Work Plan. The Performing Settling Defendants shall submit to EPA and the State all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Performing Settling Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plan.

13. Remedial Action.

a. In accordance with the SOW, Performing Settling Defendants shall submit to EPA and the State, a work plan for the performance of the Remedial Action at the Site ("Remedial Action Work Plan"). The Remedial Action Work Plan shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this Consent Decree, the ROD, the SOW, and the design plans and specifications developed in accordance with the Remedial Design Work Plan and approved by EPA. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Consent Decree. At the same time as they submit the Remedial Action Work Plan, Performing Settling Defendants shall submit to EPA and the State a revised Project Operation Plan, including a Health and Safety Plan for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

b. Upon approval of the Remedial Action Work Plan by EPA, after a reasonable opportunity for review and comment by the State, Performing Settling Defendants shall implement the activities required under the Remedial Action Work Plan. The Performing Settling Defendants shall submit to EPA and the State all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Performing Settling Defendants shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plan.

c. The Town shall have responsibility for completing the following O&M activities as set out in the ROD: quarterly reporting, maintenance of the fence/barrier, mowing of cap and maintenance of vegetation; and inspection and maintenance of cap, including any health and safety costs and other contingencies associated with such activities. Costs incurred in performing these activities shall not be reimbursed by the Trust Fund or by the Hazardous Substances Superfund.

14. The Performing Settling Defendants shall continue to implement the Remedial Action and the Work until the Performance Standards are achieved and until such time as the Certificates of Completion are issued for the Remedial Action and the Work, respectively, in accordance with Paragraphs 53 and 54.

15. Modification of the SOW or Related Work Plans.

a. If EPA, after reasonable opportunity for review and comment by the State, determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary to achieve and maintain the Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, EPA may require that such modification be incorporated in the SOW and/or such work plans; provided, however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the remedy selected in the ROD; and further provided that the Performing Settling Defendants shall in no event be required to implement response actions in bedrock above and beyond the limited bedrock aquifer investigation as described in Section 4(IV) of Attachment A of the SOW.

b. For the purposes of this Paragraph and Paragraphs 53 and 54 only, the "scope of the remedy selected in the ROD", includes, but may not be limited to: acquisition of properties necessary for the implementation of the Remedial Action, relocation of residents located on those properties, relocation of businesses as necessary for the implementation of the Remedial Action, removal of all residential and commercial structures from the landfill, excavation and consolidation of discrete semi-solid materials in the landfill into a lined cell on Site, installation and O&M of a cap, installation and O&M of a landfill gas collection system, long-term monitoring for groundwater, landfill gas, surface water and sediment, five year reviews, supplemental groundwater studies, implementation of such institutional controls as are determined by EPA to be necessary for implementation of the Remedial Action, and the meeting of the Performance Standards.

c. If Performing Settling Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Paragraph 85. The SOW and/or related work plans shall be modified in accordance with final resolution of the dispute.

d. Performing Settling Defendants shall implement any work required by any modifications incorporated in the SOW and/or in work plans developed pursuant to the SOW in accordance with this Paragraph.

e. Except as provided in Subparagraph 15.a, nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Consent Decree.

16. Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

17. Performing Settling Defendants shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

a. The Performing Settling Defendants shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material are to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Performing Settling Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by the Performing Settling Defendants following the award of the contract for Remedial Action construction. The Performing Settling Defendants shall provide the information required by Paragraph 17.a as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

18. Relocation.

a. Acquisition of the Commercial Properties and relocation of the businesses located thereon shall be conducted in accordance with the MOU. The Performing Settling Defendants shall use best efforts to acquire ownership of those portions of the Meriden Property necessary to complete the Work and secure access for Meriden Box Company for the remainder of the Meriden Property.

b. For purposes of Subparagraph 18.a, "best efforts" includes the payment of reasonable sums of money consistent with fair market value. If Performing Settling Defendants are unable to obtain ownership of the portions of the Meriden Property specified in Subparagraph 18.a, Performing Settling Defendants shall notify the United States in writing, and shall include in that notification a summary of the steps that Performing Settling Defendants have taken to attempt to comply with Subparagraph 18.a. The United States may, as it deems appropriate, assist Performing Settling Defendants in complying with Subparagraph 18.a. Performing Settling Defendants shall reimburse the United States in accordance with the procedures in Section XVI (Payment of Response Costs), for costs incurred by the United States in assisting the Performing Settling Defendants in complying with Subparagraph 18.a, including, but not limited to, the cost of attorney time and the amount of any monetary consideration paid.

19. The Performing Settling Defendants' obligations to comply with this Consent Decree are joint and several. The failure by one Performing Settling Defendant to perform its obligations under this Consent Decree shall not excuse or limit the other Performing Settling Defendant's obligations under this Consent Decree.

VII. REMEDY REVIEW

20. Periodic Review. Performing Settling Defendants shall conduct any studies and investigations as requested by EPA, in order to permit EPA to conduct reviews of whether the Remedial Action is protective of human health and the environment at least every five years as required by Section 121(c) of CERCLA and any applicable regulations.

21. EPA Selection of Further Response Actions. If EPA determines, at any time, that the Remedial Action is not protective of human health and the environment, EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

22. Opportunity To Comment. Performing Settling Defendants and, if required by Sections 113(k)(2) or 117 of CERCLA, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

23. Settling Defendants' Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, the Performing Settling Defendants shall undertake such further response actions to the extent that the reopener conditions in Paragraphs 106 or 107 are satisfied. Settling Defendants may invoke the procedures set forth in Section XX (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraphs 106 or 107 are satisfied, (2) the State's determination that the reopener conditions of Paragraphs 108 or 109 are satisfied, (3) EPA's determination that the Remedial Action is not protective of human health and the environment, (4) the State's determination that the Remedial Action does not fully protect health, public welfare and the

environment, or does not abate the cause of the pollution to the waters of the State or the maintenance of a discharge of treated or untreated wastes to the waters of the State, or (5) EPA's selection of the further response actions. Disputes pertaining to the whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 85.

24. Submissions of Plans. If Performing Settling Defendants are required to perform the further response actions pursuant to Paragraph 23, they shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in Section VI (Performance of the Work) and shall implement the plan approved by EPA in accordance with the provisions of this Decree.

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

25. Performing Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance and monitoring samples in accordance with "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operation," (EPA QA/R5; "Preparing Perfect Project Plans," (EPA /600/9-88/087), and subsequent amendments to such guidelines upon notification by EPA to Performing Settling Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any monitoring project under this Consent Decree, Performing Settling Defendants shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP and applicable guidance documents. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Decree. Performing Settling Defendants shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Performing Settling Defendants in implementing this Consent Decree. In addition, Performing Settling Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Performing Settling Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," dated February 1988, and any amendments made thereto during the course of the implementation of this Decree. Performing Settling Defendants shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Performing Settling Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

26. Upon request, the Performing Settling Defendants shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Performing Settling Defendants shall notify EPA and the State not less than 14 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall allow the Performing Settling Defendants to take split or duplicate samples of any samples they take as part of the Plaintiffs' oversight of the Performing Settling Defendants' implementation of the Work.

27. Performing Settling Defendants shall submit to EPA and the State a total of eight copies of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Performing Settling Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

28. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

IX. ACCESS AND INSTITUTIONAL CONTROLS

29. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by any of the Settling Defendants, such Settling Defendants shall:

a. commencing on the date of lodging of this Consent Decree, provide the United States, the State, and their representatives, including EPA and its contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Consent Decree including, but not limited to, the following activities:

(1) Monitoring the Work;

(2) Verifying any data or information submitted to the United States or the State;

(3) Conducting investigations relating to contamination at or near the Site;

(4) Obtaining samples;

(5) Assessing the need for, planning, or implementing additional response actions at or near the Site;

(6) Implementing the Work pursuant to the conditions set forth in Paragraph 113.

(7) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXV (Access to Information);

(8) Assessing Settling Defendants' compliance with this Consent Decree; and

(9) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree;

b. commencing on the date of lodging of this Consent Decree, refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures to be implemented pursuant to this Consent Decree. Such restrictions include, but are not limited to, the following:

(1) Ground water underlying the property shall not be consumed, or used in any way except for the limited purpose of treating and monitoring ground

water contamination levels. Ground water wells and facilities installed for such purpose shall only be installed pursuant to a plan approved by EPA.

(2) There shall be no disturbance of the surface or subsurface of the landfill cap by drilling, excavation, removal of topsoil, rock or minerals.

(3) No use or activity on the landfill cap and the areas necessary for landfill cap installation and O&M shall be permitted that will disturb any of the remedial measures that will be implemented pursuant to this Consent Decree, except for maintenance and landfill repair with prior EPA approval.

c. If EPA so requests, execute and record with the Southington Town Clerk on the land records of the Town of Southington, an easement and environmental land use restriction, running with the land, that (i) grant a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 29.a, and (ii) grant the right to enforce the land/water use restrictions listed in Paragraph 29.b, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such Settling Defendants shall grant the access rights and the rights to enforce the land/water use restrictions to: (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the Performing Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Such Settling Defendants shall, within 45 days of EPA's request, submit to EPA for review and approval with respect to such property:

(1) A draft easement and environmental land use restriction, pursuant to Conn. Gen. Stat. § 22a-133o and RCSA § 22a-133g-l that are enforceable under the laws of the State of Connecticut, free and clear of all prior liens and encumbrances (except as approved by EPA), and acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

(2) a current title commitment or report prepared in accordance with the U.S. Department of Justice *Standards for the Preparation of Title Evidence in Land Acquisitions by the United States* (1970) (the "Standards").

Within 15 days of EPA's approval and acceptance of the easement and environmental land use restriction, such Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the easement with the Southington Town Clerk on the land records of the Town of Southington. Within 30 days of recording the easement, such Settling Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded easement and environmental land use restriction showing the clerk's recording stamps.

30. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by persons other than any of the Settling Defendants, Performing Settling Defendants shall use best efforts:

a. to secure from such persons an agreement to provide access thereto for Performing Settling Defendants, as well as for the United States on behalf of EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 29.a;

b. to secure from such persons an agreement, enforceable by the Performing Settling Defendants and the United States, to abide by the obligations and restrictions established by Paragraph 29.b, or that are otherwise necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree; and

c. if EPA so requests, to either: (i) secure enforceable federal, state or municipal laws or regulations or other governmental controls to implement the remedy selected in the ROD or to ensure the integrity and protectiveness of the remedial measures to be performed pursuant to this Consent Decree, or (ii) secure from such persons the execution and recordation, in the land records of the Town of Southington, of an easement and environmental land use restriction, running with the land, that: (a) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 29.a, and (b) grants the right to enforce the land/water use restrictions listed in Paragraph 29.b or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. The access rights and/or rights to enforce land/water use restrictions shall be granted, as directed by EPA, to any of the following: (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the Performing Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Within 45 days of EPA's request, Performing Settling Defendants shall submit to EPA for review and approval with respect to such property:

(1) A draft easement and environmental land use restriction, pursuant to Conn. Gen. Stat. § 22a-133o and RCSA § 22a-133g-l that are enforceable under the laws of the State of Connecticut, free and clear of all prior liens and encumbrances (except as approved by EPA), and acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

(2) a current title commitment or report prepared in accordance with the U.S. Department of Justice Standards for the Preparation of Title Evidence in Land Acquisitions by the United States (1970) (the "Standards").

Within 15 days of EPA's approval and acceptance of the easement, Performing Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, the easement shall be recorded with the Southington Town Clerk on the land records of the Town of Southington. Within 30 days of the recording of the easement and environmental land use restriction, Performing Settling Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded easement showing the clerk's recording stamps.

31. For purposes of Paragraph 30, "best efforts" includes the payment of reasonable sums of money consistent with fair market value, in consideration of access, access easements, land/water use restrictions, and/or restrictive easements. If any access or land/water use restriction agreements required by Paragraphs 30.a or 30.b are not obtained within 45 days of EPA's request, or any access easements or restrictive easements required by Paragraph 30.c are not submitted to EPA in draft form within 45 days of EPA's request, Performing Settling Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Performing Settling Defendants have taken to attempt to comply with Paragraph 30. The United States may, as it deems

appropriate, assist Performing Settling Defendants in obtaining access or land/water use restrictions, either in the form of contractual agreements or in the form of easements running with the land. Performing Settling Defendants shall reimburse the United States in accordance with the procedures in Section XVI (Payment of Response Costs), for all costs incurred by the United States in obtaining such access and/or land/water use restrictions including, but not limited to, the cost of attorney time and the amount of monetary consideration paid.

32. If EPA determines that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the ROD, ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Performing Settling Defendants shall cooperate with EPA's and the State's efforts to secure such governmental controls and to implement such controls.

33. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

34. In addition to any other requirement of this Consent Decree, Performing Settling Defendants shall submit to EPA and the State a total of eight copies of written monthly progress reports in accordance with the SOW that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month; (b) include a summary of all results of sampling and tests and all other data received or generated by Performing Settling Defendants or their contractors or agents in the previous month; (c) identify all work plans, plans and other deliverables required by this Consent Decree completed and submitted during the previous month; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next month and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Performing Settling Defendants have proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in the next month. Performing Settling Defendants shall submit these progress reports to EPA and the State by the first day of each month following the lodging of this Consent Decree until EPA notifies the Performing Settling Defendants pursuant to Paragraph 54.b. If requested by EPA or the State, Performing Settling Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

35. The Performing Settling Defendants shall notify EPA of any change in the schedule described in the weekly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

36. Upon the occurrence of any event during performance of the Work that Performing Settling Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), Performing Settling Defendants shall within 24 hours of the onset of such event orally notify the

EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator nor the Alternate EPA Project Coordinator is available, the Emergency Response Section, Region I - New England, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

37. Within 20 days of the onset of such an event, Performing Settling Defendants shall furnish to Plaintiffs a written report, signed by the Performing Settling Defendants' Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Performing Settling Defendants shall submit a report setting forth all actions taken in response thereto.

38. Performing Settling Defendants shall submit at least eight copies, unless otherwise requested by EPA on a document-specific basis, of all plans, reports, and data required by the SOW, the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Performing Settling Defendants shall simultaneously submit two copies of all such plans, reports and data to the State.

39. All reports and other documents submitted by Performing Settling Defendants to EPA (other than the weekly progress reports referred to above) which purport to document Performing Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Performing Settling Defendants.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

40. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Performing Settling Defendants modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Performing Settling Defendants at least one notice of deficiency and an opportunity to cure within 21 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

41. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 40(a), (b), or (c), Performing Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XX (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 40(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XXI (Stipulated Penalties).

42. a. Upon receipt of a notice of disapproval pursuant to Paragraph 40(d), Performing Settling Defendants shall, within 21 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XXI, shall accrue

during the 21-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 43 and 44.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 40.d, Performing Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Performing Settling Defendants of any liability for stipulated penalties under Section XXI (Stipulated Penalties).

43. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Performing Settling Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Performing Settling Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XX (Dispute Resolution).

44. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Performing Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Performing Settling Defendants invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XXI (Dispute Resolution) and Section XXI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XXI.

45. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XII. PROJECT COORDINATORS

46. Within 20 days of lodging this Consent Decree, Performing Settling Defendants, the State, and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least five working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Performing Settling Defendants' Project Coordinator shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Performing Settling Defendants' Project Coordinator shall not be an attorney for any of the Settling Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

47. Plaintiffs may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project

Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

48. In accordance with the SOW, EPA's Project Coordinator and the Performing Settling Defendants' Project Coordinator will meet, at a minimum, on a monthly basis during construction, and more frequently if so requested by EPA. Meetings may be in person or by telephone.

XIII. ASSURANCE OF ABILITY TO COMPLETE WORK

49. Within 30 days of the Effective Date, Performing Settling Defendants shall establish and maintain financial security in the amount of $10,000,000 in one or more of the following forms:

a. A surety bond guaranteeing performance of the Work;

b. One or more irrevocable letters of credit equaling the total estimated cost of the Work;

c. A trust fund;

d. A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Performing Settling Defendants; or

e. A demonstration that one or more of the Performing Settling Defendants satisfy the requirements of 40 C.F.R. Part 264.143(f).

f. Evidence as provided by the Town's referendum for its share of the Remedial Action.

50. If the Performing Settling Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 49.d, Performing Settling Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f). If Performing Settling Defendants seek to demonstrate their ability to complete the Work by means of the financial test or the corporate guarantee pursuant to Paragraph 49.d or 49.e, they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date. In the event that EPA, after a reasonable opportunity for review and comment by the State, determines at any time that the financial assurances provided pursuant to this Section are inadequate, Performing Settling Defendants shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 49. Performing Settling Defendants' inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under this Consent Decree.

51. If Performing Settling Defendants can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 49 after entry of this Consent Decree, Performing Settling Defendants may, on any anniversary of the Effective

Date, or at any other time agreed to by the Performing Settling Defendants and EPA, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining work to be performed. Performing Settling Defendants shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Performing Settling Defendants may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

52. Performing Settling Defendants may change the form of financial assurance provided under this Section at any time, upon notice to and approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Performing Settling Defendants may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

XIV. CERTIFICATION OF COMPLETION

53. Completion of the Remedial Action

a. Within 30 days after Performing Settling Defendants conclude that the Remedial Action has been fully performed and the Performance Standards have been attained, Performing Settling Defendants shall schedule and conduct a final construction inspection to be attended by Performing Settling Defendants, EPA, and the State. If, after the final construction inspection, the Performing Settling Defendants still believe that the Remedial Action has been fully performed and the Performance Standards have been attained, they shall submit a written report requesting certification to EPA for approval, with a copy to the State, pursuant to Section XI (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the report, a registered professional engineer and the Performing Settling Defendants' Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer and all information specified in the SOW. The report shall contain the following statement, signed by a responsible corporate official of a Performing Settling Defendant or the Performing Settling Defendants' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after completion of the final construction inspection and receipt and review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that the Remedial Action or any portion thereof has not been completed in accordance with this Consent Decree or that the Performance Standards have not been achieved, EPA will notify Performing Settling Defendants in writing of the activities that must be undertaken by Performing Settling Defendants pursuant to this Consent Decree to complete the Remedial Action and achieve the Performance Standards; provided, however, that EPA may only require Performing Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Subparagraph 15.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Performing Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Performing Settling Defendants

shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to their right to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution).

b. If EPA concludes, based on the final construction inspection and the subsequent report requesting Certification of Completion and after a reasonable opportunity for review and comment by the State, that the Remedial Action has been performed in accordance with this Consent Decree and that the Performance Standards have been achieved, EPA will so certify in writing to Performing Settling Defendants. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section XXII (Covenants by Plaintiffs). Certification of Completion of the Remedial Action shall not affect Performing Settling Defendants' obligations under this Consent Decree.

54. Completion of the Work

a. Within 90 days after Performing Settling Defendants conclude that all phases of the Work, including O&M, have been fully performed, Performing Settling Defendants shall schedule and conduct a final O&M inspection to be attended by Performing Settling Defendants, EPA and the State. If, after the final O&M inspection, the Performing Settling Defendants still believe that the Work has been fully performed, Performing Settling Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Performing Settling Defendant or the Performing Settling Defendants' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after completion of the final O&M inspection and receipt and review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Performing Settling Defendants in writing of the activities that must be undertaken by Performing Settling Defendants pursuant to this Consent Decree to complete the Work; provided, however, that EPA may only require Performing Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Subparagraph 15.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Performing Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Performing Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution).

b. If EPA concludes, based on the final O&M inspection and the subsequent request for Certification of Completion by Performing Settling Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Performing Settling Defendants in writing.

XV. EMERGENCY RESPONSE

55. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Performing Settling Defendants shall, subject to Paragraph 56, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Performing Settling Defendants shall notify the EPA Emergency Response Unit, Region I - New England. Performing Settling Defendants also shall notify the State's Project Coordinator. Performing Settling Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Performing Settling Defendants fail to take appropriate response action as required by this Section, and EPA or, as appropriate, the State take such action instead, Performing Settling Defendants shall reimburse the United States and the State, as Future Response Costs, all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Payment of Response Costs).

56. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXII (Covenants by Plaintiffs).

XVI. PAYMENT OF RESPONSE COSTS

57. By December 10, 1997, Performing Settling Defendants shall establish a trust fund ("Trust Fund") with a trustee ("Trustee") pursuant to a trust agreement that has been approved by EPA ("Trust Agreement").

58. Except as provided in the following two sentences, each Contributing Settling Defendant shall, by December 23, 1997, pay the amount specified for that Contributing Settling Defendant in Appendix D. The Contributing Settling Defendants listed in Appendix H shall, by January 23, 1998, jointly pay the amount specified for the "SRSNE Customer Group" in Appendix D. Solvents Recovery Service of New England, Inc. ("SRSNE") and the Estate of Carleton Boll ("Estate") shall: (1) by April 1, 1998, pay an additional amount of $45,000; and (2) exercise reasonable efforts to secure a settlement with, or pursue a judgment against Lloyds of London with respect to insurance coverage for environmental and/or property damage, and shall, within 30 days of receipt of payment from Lloyds of London, pay 90% of the net proceeds of such settlement or judgment. Each payment under this Paragraph: (a) shall be made by check or money order made payable to "OSL Site Trust" and shall be sent to the Trustee for the Trust Fund in accordance with Paragraph 135; or (b) shall be made by wire transfer to the Trustee for the Trust Fund in accordance with instructions provided by the Trustee. A cover letter shall be sent with the check or money order or simultaneously with the wire transfer. The cover letter shall reference the name and address of the Contributing Settling Defendant making payment, the amount of and method of payment, EPA Region and

Site/Spill ID No. 01-58, and DOJ Case No. 90-11-2-420A and shall be sent to the Trustee for the Trust Fund, the United States and EPA in accordance with Paragraph 135.

59. As soon as reasonably practicable after the Effective Date, the United States, on behalf of the Settling Federal Agencies, shall cause $5,157 to be paid to the Trust Fund and $1,731,412 to be paid to UTC. The payment to UTC shall be made by check made payable to "United Technologies Corporation" and shall be sent to UTC in accordance with Paragraph 135. The payment to the Trust Fund shall be made by check made payable to the "OSL Site Trust" and shall be sent to the Trustee for the Trust Fund in accordance with Paragraph 135.

60. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that the Settling Federal Agencies obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

61. In the event that payments by the Settling Federal Agencies required by Paragraph 59 are not made within 60 days of the Effective Date, Interest on the unpaid balance shall be paid commencing on the 61st day after the Effective Date and accruing through the date of the payment.

62. Monies deposited into the Trust Fund shall be used solely to make the refunds and disbursements described in this Section, and the expenses of administering the Trust Fund.

63. EPA, through its approval of the terms and conditions of the Trust Agreement or otherwise, does not guarantee the monetary sufficiency of the Trust Fund nor the legal sufficiency of the Trust Agreement. The failure by any Contributing Settling Defendant to make the payment required by Paragraph 58 shall not excuse or limit the Performing Settling Defendants' obligations under this Consent Decree.

64. Refunds from the Trust Fund. In the event that: (1) the United States or the State does not sign the Decree; (2) the United States formally withdraws its consent to the entry of the Decree after the Decree has been lodged, pursuant to Paragraph 145 of the Decree; (3) the State formally withdraws its consent to the entry of the Decree after the Decree has been lodged, and a United States District Court of competent jurisdiction (the "Court") consents to the State's withdrawal from the Consent Decree, pursuant to Paragraph 145 of the Decree; or (4) a final judicial determination is made by the Court that the Decree will not be approved and entered; then the monies of the Trust Fund shall, within thirty days of receipt of written notice from the United States of one of the above events, be refunded to the Contributing Settling Defendants. Any refunds made under this Paragraph shall include the interest accrued on the payment, if any, minus a pro-rata share of the taxes payable by the Trust Fund and the expenses of administering the Trust Fund.

65. Disbursements from the Trust Fund. The provisions of this Paragraph are conditioned upon the Court's approval of this Consent Decree.

a. Within 60 days after the Effective Date, $679,612 of the monies in the Trust Fund shall be paid to the Town and $639,302 of the monies in the Trust Fund shall be paid to UTC.

b. Except as provided in Subparagraph 65.c, the Town and UTC may submit to the Trustee for payment invoices for the work performed in completing the ROD in accordance with the Consent Decree. Such invoices may include attorneys' fees only for drawing necessary contract documents and such other documents as are necessary: (i) for obtaining contractors for the Work, (ii) for activities associated with: the acquisition of properties necessary for the implementation of the Remedial Action, relocation of residents located on those properties, relocation of businesses as necessary for the implementation of the Remedial Action, obtaining of access, implementation or establishment of institutional controls, and/or (iii) for complying with relevant permitting requirements at the Site.

c. Monies in the Trust Fund may not be used for the costs incurred in connection with any of the activities listed in Subparagraph 13.c, or any payments for Future Response Costs, Past Response Costs, stipulated penalties or attorney's fees or cost of attorney time, other than those attorney's fees or cost of attorney time specified in Subparagraph 65.b.

66. The failure of any Contributing Settling Defendant or the Settling Federal Agencies to make payment as provided in Paragraphs 58 or 59 shall not excuse timely completion of any obligation under this Decree.

67. Payment for Future Response Costs.

a. Performing Settling Defendants shall reimburse the United States for 100% of (1) all costs incurred pursuant to Paragraphs 55, 74 or 113; and (2) all costs incurred in seeking to enforce any provision of this Consent Decree against Performing Settling Defendants.

b. Except as provided in Subparagraph 67.c, Performing Settling Defendants shall reimburse the United States for 36.91% of all costs incurred by the United States in connection with: (1) the relocation of the Residential Owners to the extent such costs exceed $400,000; (2) the actions or activities undertaken pursuant to Subparagraph 18.b and Paragraph 31.

c. The United States' contributions to the remedy, by providing reimbursements from the Fund pursuant to Subparagraph 70.a and by foregoing reimbursement of Future Response Costs pursuant to Subparagraph 67.b, shall not exceed $8,800,165. Accordingly, Performing Settling Defendants shall reimburse the United States for 100% of the Future Response Costs listed in Subparagraph 67.b, to the extent the sum of reimbursements from the Fund pursuant to Subparagraph 70.a and the unreimbursed portion of Future Response Costs pursuant to Subparagraph 67.b exceeds $8,800,165.

d. If the United States incurs costs payable under this Paragraph, EPA shall, on a periodic basis, send Performing Settling Defendants a bill, including a summary of the costs incurred. Except as provided in Paragraph 69, Performing Settling Defendants shall make all payments within 60 days of the date of the bill. The Performing Settling Defendants shall make all payments required by this Paragraph in the form of a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund" and referencing the EPA Region and Site/Spill ID No. 01-58, DOJ Case No. 90-11-2-420A and the name and address of the party making payment. The Performing Settling Defendants shall forward the certified check(s) to EPA Region I - New England, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251 and shall send copies of the check and transmittal letter to the United States pursuant to Paragraph 135.

68. Performing Settling Defendants may contest payment of any Future Response Costs billed pursuant to Paragraph 67 if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of the date of the bill and must be sent to the United States pursuant to Paragraph 135. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, and except as provided in Paragraph 69, the Performing Settling Defendants shall within the 60 day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph 67. Simultaneously, the Performing Settling Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Connecticut and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Performing Settling Defendants shall send to the United States, pursuant to Paragraph 135, a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Performing Settling Defendants shall initiate the Dispute Resolution procedures in Section XXI (Dispute Resolution). If the United States prevails in the dispute, within 5 days of the resolution of the dispute, the Performing Settling Defendants shall pay the sums due (with accrued interest) to the United States, in the manner described in Paragraph 67. If the Performing Settling Defendants prevail concerning any aspect of the contested costs, the Performing Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State in the manner described in Paragraph 67; Performing Settling Defendants shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XXI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Performing Settling Defendants' obligation to reimburse the United States or the State for its Future Response Costs.

69. In the event that the payments required pursuant to Paragraphs 67 and 68 must be obtained by the Town through a referendum, Performing Settling Defendants shall have an additional 40 days to make such payments. In the event that the payments required by Paragraphs 67 or 68 are not made within 60 days of the date of the bill, Performing Settling Defendants shall pay Interest on the unpaid balance. In the event that any payment required by Paragraph 58 is not made by the due date, the Contributing Settling Defendant required to make such payment shall pay Interest on its unpaid balance. The Interest shall begin to accrue on the date payment is due under Paragraph 58. The Interest shall accrue through the date of the payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section.

XVII. CLAIMS AGAINST THE SUPERFUND

70. a. Except as otherwise provided in this Subparagraph, pursuant to Sections 111(a)(2), 112, and 122(b)(1) of CERCLA, 42 U.S.C. §§ 9611(A)(2), 9612, and 9622(b)(1), Performing Settling Defendants may submit a claim for reimbursement to the Hazardous Substance Superfund (the "Fund") for up to 63.09% of the necessary costs incurred in completing the Remedial Action in accordance with this Consent Decree and Appendix G

(Preauthorization Decision Document). No claim may be submitted for costs for O&M, including, but not limited to, costs incurred pursuant to Subparagraph 13.c. In no event shall Performing Settling Defendants' total claim(s) against the Fund under this Section exceed the lesser of: (1) $8,800,165, less the unreimbursed portion of Future Response Costs pursuant to Subparagraph 67.b; or (2) 63.09% of the necessary costs, other than the costs of O&M, incurred in completing the Remedial Action. Reimbursement from the Fund shall be subject to the provisions of Section 112 of CERCLA, 42 U.S.C. § 9612, the regulations set forth in 40 C.F.R. Part 307, and the applicable claims and audits procedures specified in Appendix G, and shall be made in accordance with the procedures outlined in Appendix G. EPA shall use best efforts to provide reimbursement on completed reimbursement requests within 60 days of perfection of the claim pursuant to 40 C.F.R. § 307.32(c). Performing Settling Defendants' claim(s) against the Fund may cover only those costs incurred during the implementation of the Remedial Action, and shall include attorneys' fees only for drawing necessary contract documents and such other documents as are necessary for obtaining contractors for the Work, for activities associated with the relocation of the businesses and residences at the Site, and/or the acquisition of properties necessary for the implementation of the Remedial Action, for development of applications for reimbursement to the Fund, for obtaining access, for establishing institutional controls, and for complying with relevant permitting requirements at the Site, and must otherwise meet the requirements of 40 C.F.R. Part 307. Pursuant to this Section of the Consent Decree, Performing Settling Defendants shall not submit a claim for Past Response Costs, any payments for Future Response Costs, stipulated penalties or attorneys' fees or costs of attorney time, other than those specified in this Paragraph.

b. EPA does not intend to consider any modifications to the Preauthorization Decision Document to the extent such modification would result in an increase in the maximum amount or percentage of preauthorized claims. Performing Settling Defendants shall notify the United States when all of the payments from the Contributing Settling Defendants that were deposited into the Trust Fund have been expended in completing the Remedial Action. Prior to such notice, Performing Settling Defendants shall deposit all reimbursements from the Fund into the Trust Fund. After such notice, Performing Settling Defendants may liquidate the Trust Fund.

71. If EPA denies a claim for reimbursement in whole or in part, it shall notify the Performing Settling Defendants of the reason for such denial. Within 30 days after receiving notice of EPA's decision, the Performing Settling Defendants may request an administrative hearing as provided in Section 112(b)(2) of CERCLA, 42 U.S.C. § 9612(b)(2), and 40 C.F.R. Part 307. If EPA fails to pay Performing Settling Defendants' claim within 60 days of receipt of a perfected claim, as defined in 40 C.F.R. § 307.14, Interest shall accrue on the amount due and payable to the Performing Settling Defendants.

72. Pursuant to Section 112(c)(1) of CERCLA, 42 U.S.C. § 9612(c)(1), Performing Settling Defendants hereby subrogate their rights to the United States to recover from other parties liable pursuant to CERCLA Section 107, 42 U.S.C. § 9607, any costs reimbursed to the Performing Settling Defendants under this Section, and Performing Settling Defendants and their contractors shall assist in any action to recover these costs which may be initiated by the United States. All of the Performing Settling Defendants' contracts for implementing the Preauthorization Decision Document shall include a specific requirement that the contractors agree to provide this cost recovery assistance to the United States. The cost recovery assistance shall include, but not be limited to, furnishing the personnel, services, documents, and materials requested by the United States to assist the United States in documenting the

work performed and costs expended by Performing Settling Defendants or Performing Settling Defendants' contractors at the Site in order to aid in cost recovery efforts. Assistance shall also include providing all requested assistance in the interpretation of evidence and costs, and providing requested testimony.

73. The Performing Settling Defendants shall not make any claim against the Fund for any costs incurred pursuant to Paragraph 72.

XVIII. INDEMNIFICATION AND INSURANCE

74. a. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Performing Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Performing Settling Defendants shall indemnify, save and hold harmless the United States, the State, and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Performing Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Performing Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Performing Settling Defendants agree to pay the United States and the State, as Future Response Costs, all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Performing Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Performing Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Performing Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State shall give Performing Settling Defendants notice of any claim for which the United States or the State plans to seek indemnification pursuant to Paragraph 74, and shall consult with Performing Settling Defendants prior to settling such claim.

75. Performing Settling Defendants waive all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Performing Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Performing Settling Defendants shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Performing Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

76. No later than 15 days before commencing any on-site Work, Performing Settling Defendants shall secure, and shall maintain until issuance by EPA of EPA's Certification of Completion of the Remedial Action pursuant to Paragraph 53.b comprehensive general liability insurance with limits of $3,000,000, combined single limit, and automobile liability insurance

with limits of $1,000,000, combined single limit, naming the United States and the State as additional insured. In addition, for the duration of this Consent Decree, Performing Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Performing Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Performing Settling Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Performing Settling Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Performing Settling Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Performing Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XIX. FORCE MAJEURE

77. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Performing Settling Defendants, of any entity controlled by Performing Settling Defendants, or of Performing Settling Defendants' contractors, that delays or prevents or may delay or prevent the performance of any obligation under this Consent Decree despite Performing Settling Defendants' best efforts to fulfill the obligation. The requirement that the Performing Settling Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work or a failure to attain the Performance Standards.

78. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Performing Settling Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Site Restoration and Remediation Division, EPA Region I--New England within 48 hours of when Performing Settling Defendants first knew that the event might cause a delay. Within 15 days thereafter, Performing Settling Defendants shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Performing Settling Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Performing Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Performing Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Performing Settling Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Performing Settling Defendants shall be deemed to know of any circumstance of which Performing Settling Defendants, any entity controlled by

Performing Settling Defendants, or Performing Settling Defendants' contractors knew or should have known.

79. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Performing Settling Defendants in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure event, EPA will notify the Performing Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

80. If the Performing Settling Defendants elect to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Performing Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Performing Settling Defendants complied with the requirements of Paragraphs 77 and 78, above. If Performing Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Performing Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XX. DISPUTE RESOLUTION

81. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between EPA and Settling Defendants or between the State and Settling Defendants arising under or with respect to this Consent Decree. Contributing Settling Defendants may not invoke the procedures set forth in this Section except as provided in Paragraph 23. The procedures for resolution of disputes which involve EPA are governed by Paragraphs 81 through 87. The State may participate in such dispute resolution proceedings to the extent specified in Paragraphs 81 through 87. Disputes exclusively between the State and Settling Defendants are governed by Paragraph 88. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Performing Settling Defendants that have not been disputed in accordance with this Section.

82. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties to the dispute a written Notice of Dispute.

83. With respect to disputes involving the Performing Settling Defendants, the United States or the Performing Settling Defendants may, at any time during the informal dispute

resolution period, propose the use of a mediator to assist in resolving the dispute. Provided that both the United States and the Performing Settling Defendants agree to the use of a mediator, a meeting shall take place between the parties to the dispute with the assistance of a mediator for the purpose of resolving the dispute and/or determining whether to undertake further mediated discussions. The parties shall make best efforts to conduct this initial meeting within ten business days of the proposal to use a mediator. Upon the written agreement of the parties to the dispute, the period for informal dispute resolution may be extended for the purpose of mediating the dispute. Formal dispute resolution, as governed by the procedures set forth in Paragraph 84 shall commence immediately upon the termination of the informal dispute resolution period. After the initial mediated meeting, the decision to continue the mediation shall be in the sole discretion of each party to the dispute. The mediation shall be conducted in accordance with then-applicable policies of the United States. Any fees or expenses incurred in connection with the mediation shall be paid by the Performing Settling Defendants. EPA may determine whether to participate in the funding of the mediation, subject to the availability of funds for this purpose. The United States and the Performing Settling Defendants agree that they shall, after the Consent Decree is signed by Performing Settling Defendants, (1) prepare a list of mediators agreeable to the parties from which a mediator may be selected, although this list shall not preclude any party from proposing to add a mediator or mediators to the list or from proposing a different mediator for a specific dispute; and (2) prepare and execute a confidentiality agreement which will apply to all mediated discussions under this Paragraph.

84. a. In the event that the parties to the dispute cannot resolve a dispute by informal negotiations under Paragraphs 82 and/or 83, then the position advanced by EPA, after reasonable opportunity for review and comment by the State, shall be considered binding unless, within ten days after the conclusion of the informal negotiation period, the Settling Defendant(s) involved in the dispute invokes the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by such Settling Defendant(s). The Statement of Position shall specify such Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 85 or Paragraph 86.

b. Within 14 days after receipt of the Settling Defendant(s') Statement of Position, EPA, after reasonable opportunity for review and comment by the State, will serve on the Settling Defendant(s) and the State its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. The State, after reasonable opportunity for review and comment by EPA, may also serve a Statement of Position within the 14-day time limit set forth above in this Paragraph. In any dispute between EPA and the Settlling Defendants, EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 85 or 86. Within 14 days after receipt of EPA's Statement of Position, the Settling Defendant(s) may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendants as to whether dispute resolution should proceed under Paragraph 85 or 86, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 85 and 86.

85. *Formal dispute resolution for disputes pertaining to the selection or adequacy of* any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Office of Site Remediation and Restoration, EPA Region I-New England, will issue a final administrative decision resolving the dispute based on the administrative record described in Subparagraph 85.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Subparagraphs 85.c. and d.

c. Any administrative decision made by EPA pursuant to Paragraph 85.b. shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendants with the Court and served on all Parties within 10 days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendants' motion within 30 days of such motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Director of the Office of Site Remediation and Restoration is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Subparagraph 85.a.

86. *Formal dispute resolution for disputes that neither* pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of the Settling Defendant(s') Statement of Position submitted pursuant to Paragraph 84, the Director of the Office of Site Remediation and Restoration, EPA Region I-New England, after reasonable opportunity for review and comment by the State, will issue a final decision resolving the dispute. The Director's decision shall be binding on the Settling Defendant(s) unless, within ten days of receipt of the decision, the Settling Defendant(s) files with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to the Settling Defendant(s') motion within 30 days of such motion.

b. Notwithstanding Paragraph O of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

87. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree, not directly in dispute, unless EPA, after reasonable opportunity for review and comment by the State, or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 99. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendant(s) does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXI (Stipulated Penalties).

88. Disputes solely between the State and Settling Defendants. Disputes arising under the Consent Decree between the State and Settling Defendants that relate to Future Response Costs owed to the State or assessment of stipulated penalties by the State shall be governed in the following manner. The procedures for resolving the disputes mentioned in this Paragraph shall be the same as provided for in Paragraphs 81 through 87, except that each reference to EPA shall read as a reference to CDEP, each reference to the Director of the Office of Site Remediation and Restoration, EPA Region I, shall be read as a reference to the Director of the Permitting, Enforcement, Remediation Division, Connecticut DEP, and each reference to the United States shall be read as a reference to the State.

XXI. STIPULATED PENALTIES

89. Performing Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 90.a and 91 to the United States and the State for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XX (Force Majeure) or Paragraph 95. The Performing Settling Defendants shall pay 90% of the stipulated penalties to the United States, and shall pay 10% to the State in accordance with the requirements of Paragraph 97. "Compliance" by Performing Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA or the State for the obligations specified below in Paragraph 100, pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

90. a. The following stipulated penalties shall be payable per violation per day to the United States and the State for any noncompliance identified in Subparagraph b:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 10th day
$2,000	11th through 30th day
$3,000	31st day through 60th day
$5,000	61st day and beyond

b. Compliance Milestones.

(1) 30% Remedial Design

(2) 100% Remedial Design

(3) Institutional Controls Plan

(4) Access (Request for)

(5) Long-Term Monitoring Plan

(6) Long-Term Monitoring Implementation

(7) Remedial Action Work Plan

(8) Construction 100% Complete

(9) Final Construction Inspection

(10) Remedial Action Report and Final Operations & Maintenance Plan

91. The following stipulated penalties shall be payable per violation per day to the United States and the State for failure to submit timely or adequate reports or other written documents pursuant to the SOW and this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,500	15th day and beyond

92. In the event that EPA or the State assumes performance of a portion or all of the Work pursuant to Paragraph 113, Performing Settling Defendants shall be liable to the United States for the following stipulated penalties:

$750,000 If work performance is assumed before the date of Certification of Completion of the Remedial Action;

$500,000 If work performance is assumed on or after the date of Certification of Completion of the Remedial Action;

93. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Performing Settling Defendants of any deficiency; (2) with respect to a decision by the Director of the Office of Site Remediation and Restoration, EPA Region I-New England, under Paragraph 85.b or 86.a, during the period, if any, beginning on the 21st day after the date that Performing Settling Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

94. Each Contributing Settling Defendant shall be liable for stipulated penalties in the amount of $500 per day for failure to make a timely payment of the settlement amount specified for that Contributing Settling Defendant in Appendix D. All penalties shall begin to accrue on

the day after the payment is due, and shall continue to accrue through the day payment is received by the Trustee for the Trust Fund.

95. Notwithstanding any other provision of this Section, the United States or the State, as appropriate, may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued to the United States or the State pursuant to this Consent Decree.

96. Following EPA's determination, after a reasonable opportunity for review and comment by the State, that Performing Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Performing Settling Defendants written notification of the same and describe the noncompliance. EPA or EPA and the State jointly, may send the Performing Settling Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in Paragraph 93 regardless of whether EPA has notified the Performing Settling Defendants of a violation.

97. All penalties owed by Performing Settling Defendants to the United States and/or the State under this Section shall be due and payable to the United States and/or the State within 60 days of the Performing Settling Defendants' receipt from EPA, or the State for the obligations specified below in Paragraph 100, or EPA and the State jointly, of a demand for payment of the penalties, unless Performing Settling Defendants invoke the Dispute Resolution procedures under Section XX (Dispute Resolution). All payments to the United States under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to: EPA Region 1-New England, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID No. 01-58, DOJ Case No. 90-11-2-420A and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to the United States pursuant to Paragraph 135. All payments to the State under this Section shall be paid by certified or cashier's check(s) made payable to "State of Connecticut", shall be mailed to the State in accordance with Paragraph 135 and shall indicate that the payment is for stipulated penalties. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States in accordance with Paragraph 135.

98. The payment of penalties shall not alter in any way Performing Settling Defendants' obligation to complete the performance of the Work required under this Consent Decree.

99. Penalties shall continue to accrue as provided in Paragraph 93 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA, or the State as applicable, that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA and the State within 15 days of the agreement or the receipt of EPA's or the State's decision or order;

b. If the dispute is appealed to this Court and the United States or the State as applicable, prevails in whole or in part, Performing Settling Defendants shall pay all accrued penalties determined by the Court to be owed to EPA and the State within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Party, Performing Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States or the State into an interest-bearing escrow account within 60 days of

receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA and the State or to Performing Settling Defendants or the Contributing Settling Defendants, as appropriate, to the extent that they prevail.

100. State Assessment of Stipulated Penalties. Assessment of stipulated penalties by the State shall be governed in the following manner. Following the State's determination that Performing Settling Defendants have failed to timely submit deliverables to the State, or have failed to timely provide such written or oral notices to the State as are required by this Consent Decree, or have violated any institutional controls established pursuant to this Consent Decree for which CDEP, at the time of such violation, has accepted assignment of any interest therein granted to EPA, the State may, after reasonable opportunity for review and comment by EPA, give Performing Settling Defendants written notification of the same and describe the noncompliance. The provisions for liability, assessment and payment of the stipulated penalties referenced in this Paragraph shall be the same as provided in Paragraphs 89 through 99, except that in Paragraph 96, excluding the last sentence of that Paragraph, and in Paragraph 99, each reference to EPA shall read as a reference to CDEP, each reference to the United States shall be read as a reference to the State, each reference to the State shall be read as a reference to the United States, and each reference to the State's reasonable opportunity to review and comment shall be read as EPA's reasonable opportunity for review and comment. For penalties assessed under this Paragraph, the Performing Settling Defendants shall pay 90% to the State, and shall pay 10% to the United States in accordance with the requirements of Paragraph 97.

101. a. If Settling Defendants fail to pay stipulated penalties when due, the United States or the State, as applicable, may institute proceedings to collect the penalties, as well as Interest. Each Settling Defendant shall pay Interest on the unpaid balance attributable to it, which shall begin to accrue on the date of demand made pursuant to Paragraph 97.

b. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA. Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty has been collected hereunder, except in the case of a willful violation of the Consent Decree.

102. No payments made under this Section shall be tax deductible for Federal or State tax purposes.

XXII. COVENANTS BY PLAINTIFFS

103. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants, and the payment that will be made by the Settling Federal Agencies under the terms of this Consent Decree:

a. except as specifically provided in Paragraphs 105, 106, 107 and 112, the United States covenants not to sue or take administrative action against Settling Defendants, and EPA covenants not to take administrative action against the Settling Federal Agencies, pursuant to CERCLA Sections 106 and 107(a), for implementation of the ROD and for recovery of Past Response Costs and future costs relating to the ROD;

b. except as specifically provided in Paragraphs 105, 106, 107 and 112, the United States covenants not to sue or take administrative action against GE pursuant to CERCLA Sections 106 and 107(a) for implementation of the Groundwater Remedy and for recovery of Groundwater Remedy Costs to the extent the cost of the Groundwater Remedy does not exceed $15,000,000;

c. except as specifically provided in Paragraphs 106, 107 and 112, the United States covenants not to sue or take administrative action against ATP Parties and Owner Settling Defendants pursuant to CERCLA Sections 106 and 107(a) for implementation of the Groundwater Remedy and for recovery of Groundwater Remedy Costs;

d. except as specifically provided in Paragraphs 105, 108, 109 and 112, the State covenants not to sue or take administrative action against Settling Defendants and the Settling Federal Agencies pursuant to CERCLA Section 107(a) and Conn. Gen. Stat. §§ 22a-6, 22a-133g, 22a-432 or 22a-451 for implementation of the ROD and for recovery of Past Response Costs or future costs relating to the ROD;

e. except as specifically provided in Paragraphs 105, 108, 109 and 112, the State covenants not to sue or take administrative action against GE pursuant to CERCLA Section 107(a) and Conn. Gen. Stat. §§ 22a-6, 22a-133g, 22a-432 or 22a-451 for implementation of the Groundwater Remedy and for recovery of Groundwater Remedy Costs to the extent the cost of the Groundwater Remedy does not exceed $15,000,000;

f. except as specifically provided in Paragraphs 108, 109 and 112, the State covenants not to sue or take administrative action against ATP Parties and Owner Settling Defendants pursuant to CERCLA Section 107(a) and Conn. Gen. Stat. §§ 22a-6, 22a-133g, 22a-432 or 22a-451 for implementation of the Groundwater Remedy and for recovery of Groundwater Remedy Costs; and

g. Except as provided in Paragraph 111, the United States covenants not to sue or to take administrative action against Settling Defendants, and the United States, on behalf of NOAA, covenants not to take administrative action against Settling Federal Agencies, for recovery of damages for injury to, destruction of, or loss of Natural Resources under the trusteeship of NOAA, including the reasonable cost of assessing such injury, destruction or loss.

104. Except with respect to future liability, these covenants not to sue or, if applicable, to take administrative action: (1) as to each Contributing Settling Defendant which has made its payment, Owner Settling Defendants, and the Performing Settling Defendants shall take effect upon the Effective Date; and (2) as to the Settling Federal Agencies shall take effect after making payment in accordance with Paragraph 59. With respect to future liability, these covenants not to sue or take administrative action shall take effect upon Certification of Completion of the Remedial Action by EPA pursuant to Paragraph 53.b. These covenants not to sue or take administrative action with respect to each Contributing Settling Defendant and the Settling Federal Agency are conditioned upon the satisfactory performance by such Contributing Settling Defendant or the Settling Federal Agency, as appropriate, of its obligations under this Consent Decree. These covenants not to sue or take administrative action with respect to each Performing Settling Defendant are conditioned upon the satisfactory performance of both Performing Settling Defendants' obligations under this Consent Decree. These covenants not to sue or to take administrative action as to Settling Defendants and the Settling Federal Agencies extend only to the Settling Defendants and the Settling Federal Agencies and do not extend to any other person.

105. Reservation Regarding Groundwater Remedy. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, (a) the right to institute proceedings in a new action against Settling Defendants other than GE, the ATP Parties or the Owner Settling Defendants, or to issue an administrative order seeking to compel Settling Federal Agencies and Settling Defendants, other than GE, the ATP Parties or the Owner Settling Defendants, to perform response action(s) selected in future record(s) of decision and/or future action memorandum(a) with respect to the groundwater at or migrating from the Site or to reimburse Groundwater Remedy Costs; and (b) the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel GE to perform response action(s) selected in future record(s) of decision and/or future action memorandum(a) with respect to the groundwater at or migrating from the Site or to reimburse Groundwater Remedy Costs to the extent the cost of such response action(s) or Groundwater Remedy Costs exceed $15,000,000.

106. United States' Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action seeking to compel Settling Defendants, or to issue an administrative order seeking to compel Settling Defendants and the Settling Federal Agencies:

a. to perform further response actions relating to the Site, or

b. to reimburse the United States for additional costs of response,

if, prior to Certification of Completion of the Remedial Action:

(1) conditions at the Site, previously unknown to EPA, are discovered, or

(2) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines based on these previously unknown conditions or information together with any other relevant information that the Remedial Action is not protective of human health or the environment.

107. United States' Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action against Settling Defendants, or to issue an administrative order seeking to compel Settling Defendants and the Settling Federal Agencies:

a. to perform further response actions relating to the Site, or

b. to reimburse the United States for additional costs of response,

if, subsequent to Certification of Completion of the Remedial Action:

(1) conditions at the Site, previously unknown to EPA, are discovered, or

(2) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines based on these previously unknown conditions or this information together with other relevant information that the Remedial Action is not protective of human health or the environment.

108. State's Pre-Certification Reservations. Notwithstanding any other provisions of this Consent Decree, the State on behalf of the CDEP, reserves, and this Consent Decree is without prejudice to, any right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under Conn. Gen. Stats. §§ 22a-6, 22a-432 and 22a-451 seeking to compel all or any of the Settling Defendants: (a) to perform other response actions at the Site, or (b) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such actions required under (a) and (b) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, prior to Certification of Completion of the Remedial Action:

a. conditions at the Site, previously unknown to the State, are discovered or become known to the State, or

b. information previously unknown to the State is received by the State, in whole or in part,

and the CDEP Commissioner, or his or her delegate determines, pursuant to Conn. Gen. Stats. §§ 22a-6, 22a-432 or 22a-451, based on these previously unknown conditions or this information together with any other relevant information that the response actions taken do not fully protect health, public welfare and the environment, or do not abate the cause of pollution to the waters of the State or the maintenance of a discharge of treated or untreated wastes to the waters of the State. The United States reserves all rights it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

109. State's Post-Certification Reservations. Notwithstanding any other provision of this Consent Decree, the State, on behalf of the CDEP reserves, and this Consent Decree is without prejudice to, the right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under Conn. Gen. Stats. §§ 22a-6, 22a-432 or 22a-451, seeking to compel all or any of the Settling Defendants (a) to perform other response actions at the Site, or (b) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such actions required under (a) and (b) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, subsequent to Certification of Completion of Remedial Action:

a. conditions at the Site, previously unknown to the State, are discovered or become known by the State after the Certification of Completion, or

b. information previously unknown to the State is received by the State, in whole or in part, after the Certification of Completion,

and the CDEP Commissioner, or his or her delegate, determines, pursuant to Conn. Gen. Stats. §§ 22a-6, 22a-432 or 22a-451, or his or her delegatee, based on these previously unknown conditions or this information together with any other relevant information, that the response actions taken do not fully protect health, public welfare and the environment, or do not abate the cause of pollution to the waters of the State or the maintenance of a discharge of treated or untreated wastes to the waters of the State. The United States reserves all rights it

may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

110. For purposes of Paragraphs 106 and 108, the information and the conditions known to EPA and the State, as applicable, shall include only that information and those conditions known to EPA or the State, as applicable, (a) as of the date the ROD was signed and set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision, and (b) as of December 1, 1997 and set forth in reports and data issued on or before December 1, 1997 relating to the on-site and northern off-Site landfill gas monitoring program. For purposes of Paragraphs 107 and 109, the information and the conditions known to EPA and the State, as applicable, shall include only that information and those conditions known to EPA and the State, as applicable, as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by EPA or the State, as applicable, pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

111. Reservations Concerning Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, the United States, on behalf of NOAA, reserves the right to institute proceedings against Settling Defendants in this action or in a new action, and the United States, on behalf of NOAA, reserves the right to take administrative action against Settling Federal Agencies, seeking recovery of natural resource damages, based on (a) conditions with respect to the Site, unknown to NOAA as of December 1, 1997, that result in release(s) of hazardous substance(s) that contribute to injury to, destruction of, or loss of natural resources, or (b) information received after December 1, 1997 which indicates that there is injury to, destruction of, or loss of natural resources of a type that was unknown, or of a magnitude greater than was known, to NOAA as of December 1, 1997.

112. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 103. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against each Settling Defendant, and EPA and the State reserve, and this Consent Decree is without prejudice to, all rights against the Settling Federal Agencies, with respect to all other matters, including, but not limited to, the following:

a. claims based on a failure by such Settling Defendant or the Settling Federal Agencies to meet a requirement of this Consent Decree;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site by such Settling Defendant or Settling Federal Agencies;

c. liability for future disposal of Waste Material at the Site by such Settling Defendant, other than as provided in the ROD, the SOW or otherwise ordered by EPA;

d. liability for damages for injury to, destruction of, or loss of natural resources except for those under the trusteeship of NOAA, including the reasonable cost of assessing such injury, destruction or loss;

e. criminal liability;

f. liability for violations of federal or state law;

g. with respect to Performing Settling Defendants, liability prior to Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve Performance Standards, but that cannot be required pursuant to Paragraph 15 (Modification of the SOW or Related Work Plans); and

h. claims against each Performing Settling Defendant based on a failure by another Performing Settling Defendant to meet a requirement of this Consent Decree.

113. Work Takeover. In the event EPA determines that Performing Settling Defendants have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portions of the Work as EPA determines necessary. Performing Settling Defendants may invoke the procedures set forth in Section XX (Dispute Resolution), Paragraph 85, to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Performing Settling Defendants shall reimburse EPA.

114. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XXIII. COVENANTS BY SETTLING DEFENDANTS

115. Covenant Not to Sue. Subject to the reservations in Paragraph 116, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State for recovery of Past Response Costs and for recovery of future costs relating to the ROD and for implementation of the ROD, and GE hereby covenants not to sue and agrees not to assert any claims or causes of action with respect to Groundwater Remedy Costs to the extent such costs do not exceed $15,000,000, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law, except to the extent authorized by this Consent Decree and 40 C.F.R. § 307;

b. any claims under CERCLA Sections 107 or 113 related to the Site;

c. any claims arising out of response activities at the Site, including claims based on EPA's and the State's selection of response actions, oversight of response activities or approval of plans for such activities;

d. any claims for costs, fees, or expenses incurred in this action or related to the Site, including claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended; or

e. any claim under the United States Constitution, the Connecticut Constitution, the Tucker Act, 28 U.S.C. § 1491, or at common law, or arising out of or relating to past or future access to, imposition of covenants, conditions and restrictions on, or other restrictions on the use or enjoyment of property owned or controlled by the Settling Defendants affected by the covenants, conditions, and restrictions and access rights herein;

116. Each Settling Defendant reserves, and this Consent Decree is without prejudice to: (1) contribution claims against the Settling Federal Agencies or any other Settling Defendant in the event any claim is asserted by the United States or the State against the Settling Defendants under the authority of or under Paragraphs 106 through 112, but only to the same extent and for the same matters, transactions, or occurrences as are raised in the claim of the United States or the State; or (2) claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Performing Settling Defendants' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA;

117. Except as specifically provided in Section XVII (Claims against the Superfund), nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

118. Except as provided in Paragraph 116, the Town, UTC and GE waive all claims or causes of action that they may have for Matters Addressed against the following persons:

a. any Settling Defendant;

b. any person (i) whose liability to Settling Defendants with respect to the Site is based solely on CERCLA § 107(a)(3) or (4), and (ii) who arranged for the disposal, treatment, or transport for disposal or treatment, or accepted for transport for disposal or treatment, of only Municipal Solid Waste or Sewage Sludge owned by such person; and

c. any person (i) whose liability to Settling Defendants with respect to the Site is based solely on CERCLA § 107(a)(3) or (4), and (ii) who arranged for the disposal, treatment, or transport for disposal or treatment, or accepted for transport for disposal or treatment, of 55 gallons or less of liquid materials containing hazardous substances, or 100 pounds or less of solid materials containing hazardous substances, except where EPA has determined that such material contributed or could contribute significantly to the costs of response at the Site.

119. Except as provided in Paragraphs 116 and 122, Owner Settling Defendants and Contributing Settling Defendants waive all claims or causes of action that they may have for Matters Addressed against any person other than insurance carriers.

120. GE waives all claims or causes of action that it may have for Groundwater Remedy Costs to the extent such costs do not exceed $15,000,000, against any person other than insurance carriers.

121. ATP Parties and Owner Settling Defendants waive all claims and causes of action for Groundwater Remedy Costs, including for contribution, against any person, other than insurance carriers.

122. Except as provided in Paragraph 116: (a) Western Pacific Industries, Inc. reserves and this Consent Decree is without prejudice to, its rights against Roper Industries, Inc., Roper Whitney, Inc., James J. Lawrence and B & S Company and their officers, directors, agents, successors and assigns; (b) Torrey S. Crane Company reserves and this Consent Decree is without prejudice to, its rights against D. M. Sawyer, Inc. and its officers, directors, agents, successors and assigns and Della M. Sawyer; (c) CLR Corporation reserves and this Consent Decree is without prejudice to, its rights against The Spark Corporation, previously known as Alsop Engineering Corporation, a New York corporation, and Stavo Industries, Inc., and their officers, directors, agents, successors and assigns; (d) Towne Dry Cleaners reserves and this Consent Decree is without prejudice to its rights against Althea Piteo; and (e) J.J. Ryan Corp. reserves and this Consent Decree is without prejudice to its right against Pacific Chloride, Inc. and GNB Technologies and their officers, directors agents, successors and assigns.

XXIV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

123. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

124. The Parties agree, and by entering this Consent Decree this Court finds, that as of the Effective Date: (a) the Settling Defendants and the Settling Federal Agencies are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for Matters Addressed; (b) GE is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for Groundwater Remedy Costs to the extent such costs do not exceed $15,000,000 and (c) the ATP Parties and the Owner Settling Defendants are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for Groundwater Remedy Costs.

125. The Town, UTC and GE agree that with respect to any suit or claim for contribution brought by them for Matters Addressed they will notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

126. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for Matters Addressed they will notify in writing the United States and the State within 20 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States and the State within 20 days of service or receipt of any Motion for Summary Judgment and within 20 days of receipt of any order from a court setting a case for trial.

127. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXII (Covenants by Plaintiffs).

XXV. ACCESS TO INFORMATION

128. The Contributing and Performing Settling Defendants shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Performing Settling Defendants shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work. Owner Settling Defendants shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to their ownership or control of any property located within the Site.

129. a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information: and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

130. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXVI. RETENTION OF RECORDS

131. Until ten years after the Performing Settling Defendants' receipt of EPA's notification pursuant to Paragraph 54.b, each Performing Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until 10 years after the Performing Settling Defendants' receipt of EPA's notification pursuant to Paragraph 54.b, Performing Settling Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

Except as provided below, until ten years after the Effective Date, each Contributing Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Contributing Settling Defendants may request a waiver of the requirements of this Paragraph with respect to certain records or documents generated in connection with the allocation process and/or the *de minimis* settlement for the Site, or attached thereto, and shall submit a list to the United States specifically identifying such records or documents. Provided that the United States, after consultation with Performing Settling Defendants, approves the list, Contributing Settling Defendants shall not be required to retain the records or documents identified on the approved list. The United States' decision regarding waiver of the requirements of this Paragraph shall not be subject to dispute resolution. Until ten years after the Effective Date, each Owner Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to its ownership or control of property located within the Site, regardless of any corporate retention policy to the contrary.

132. At the conclusion of the document retention periods described in Paragraph 131, Settling Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Defendants shall deliver any such records or documents to EPA or the State. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall preserve such documents and provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged. Settling Defendants shall preserve all documents for which they have asserted a privilege until all disputes regarding such privilege have been resolved.

133. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

134. Each Settling Federal Agency hereby certifies that: (1) it has complied, and will continue to comply, with all applicable Federal record retention laws, regulations, and policies; (2) to the best of its knowledge and belief, after reasonable inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by EPA ; and (3) it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(a), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXVII. NOTICES AND SUBMISSIONS

135. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State, the Settling Federal Agencies and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ No. 90-11-2-420A

Chief, Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

Director, Office of Site Remediation
and Restoration
U.S. Environmental Protection Agency
Region I - New England
JFK Federal Building, Mail Code HIO
Boston, MA 02203

As to EPA:

Almerinda Silva, EPA Project Coordinator
U.S. Environmental Protection Agency
Region I-New England
JFK Federal Building, Mail Code HBT
Boston MA 02203

As to the State:

Office of the Attorney General
Environmental Protection Department
55 Elm Street
Hartford, CT 06106

Sheila Gleason, Project Coordinator
State of Connecticut
Department of Environmental Protection, PERD
79 Elm Street
Hartford, Connecticut 06107

As to the Town:

Carol Lear, Esq.
LeBoeuf, Lamb, Greene & MacRae
225 Asylum Street
Hartford, CT 06103

As to UTC:	David Platt, Esq. Murtha, Cullina, Richter & Pinney 185 Asylum Street Hartford, CT 06103
As to Performing Settling Defendants:	David Montany Project Coordinator Pratt & Whitney Mail Stop 102-15 400 Main Street East Hartford, CT 06108
As to those Settling Defendants listed in Appendix H (SRSNE Customer Group Members):	John Peltonen, Esq. Sheehan, Phinney, Bass + Green 1000 Elm Street P.O. Box 3701 Manchester, NH 03105-3701
As to all other Settling Defendants:	The agent authorized to accept service on behalf of the Settling Defendant as set forth on the Settling Defendant's signature page.
Trustee for the Trust Fund:	Kathleen Caldwell Taddei Vice President, Corporate Trust Citizens Bank One Citizens Plaza Providence, RI 02903-1330 (Ph.) 401-456-7684; (Fax) 401-455-5302

XXVIII. EFFECTIVE DATE

136. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXIX. RETENTION OF JURISDICTION

137. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XX (Dispute Resolution) hereof.

XXX. APPENDICES

138. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the ROD.
"Appendix B" is the SOW.
"Appendix C" is the list of the Contributing Settling Defendants.
"Appendix D" is the list of settlement payments.
"Appendix E" is the map of the Site.

"Appendix F" is the Memorandum of Understanding ("MOU").
"Appendix G" is the Preauthorization Decision Document ("PDD")
"Appendix H" is the list of members of the SRSNE Customer Group

XXXI. COMMUNITY RELATIONS

139. Pursuant to the SOW, Performing Settling Defendants shall propose to EPA and the State their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Performing Settling Defendants under the Plan. Performing Settling Defendants shall also cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA or the State, Performing Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA or the State to explain activities at or relating to the Site.

XXXII MODIFICATION

140. Material modifications to the SOW may be made only by written notification to and written approval of the United States, Performing Settling Defendants, and the Court. Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

141. Modifications to the schedules specified in the Consent Decree for completion of the Work, or modifications to the SOW that do not materially alter that document may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Performing Settling Defendants. Such non-material modifications will become effective upon agreement of such parties.

142. Non-material modifications to the Consent Decree other than those addressed above in Paragraph 141 may be made only by written notification to and written approval of the United States, the State and the Settling Defendants affected by the proposed modification. Such modifications will become effective upon filing with the Court by the United States. Material modifications to the Consent Decree and any modifications to the Performance Standards may be made only by written notification to and written approval of the United States, the State, the Settling Defendants affected by the proposed modification, and the Court.

143. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

144. For purposes of this Section, the Consent Decree shall not include the SOW.

XXXIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

145. This Consent Decree shall be subject to a 30 day public comment period in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent to the Consent Decree if comments received disclose facts or considerations which show that the Consent Decree is inappropriate, improper or inadequate within the meaning of Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2). The State may withdraw or withhold its consent to the entry of this Consent Decree if comments received disclose facts or considerations which show that the Consent Decree violates state law. The United States reserves the right to challenge in court the State withdrawal from the Consent Decree, including the right to argue that the requirements of state law have been waived, pre-empted or otherwise rendered inapplicable by federal law. The State reserves the right to oppose the United States' position taken in opposition to the proposed withdrawal. In addition, in the event of the United States' withdrawal from this Consent Decree, the State reserves its right to withdraw from this Consent Decree. Settling Defendants consent to the entry of this Consent Decree without further notice.

146. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXIV. SIGNATORIES/SERVICE

147. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the Assistant Attorney General for the State of Connecticut certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

148. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

149. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

XXXV. FINAL JUDGMENT

150. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54.

SO ORDERED THIS ___ DAY OF _____, 1997.

_____

United States District Judge

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

STATE OF CONNECTICUT

v. CIVIL NO. 3:98cv0236 (AHN)

TOWN OF SOUTHINGTON, et al

JUDGMENT

The Honorable Alan H. Nevas, United States District Judge having granted the plaintiff's unopposed motion to enter consent decree as a final judgment dated June 10, 1998,

It is therefore **ORDERED** and **ADJUDGED** that the matter be and hereby is closed the consent decree , in accordance with the Court's order.

Dated at Bridgeport, Connecticut this 12th day of June, 1998.

KEVIN F. ROWE, Clerk

By _____
Carol E. Cannady
Deputy in Charge

APPENDIX C

LIST OF CONTRIBUTING SETTLING DEFENDANTS

APPENDIX C LIST OF CONTRIBUTING SETTLING DEFENDANTS

A & F Service Station, Inc.
American Standard Co.
Ampco-Pittsburgh Corp.
    Pittsburgh Screw & Bolt Corp.
    Screw & Bolt Corp.
    Southington Hardware Mfg. Co.
Baron & Young Co., Inc.
Bradley Memorial Hospital
Brophy Metal Products, Inc.
Bruce Manufacturing and Molding Co., Inc.
Buswell Metal Products, Inc.
    Hoke, Inc.
CLR Corporation
    Alsop Engineering Corp.
Clark Brothers Bolt Co., Inc. & its Liquidation Trust
Viking Aluminum Products, Inc.
    Rose Aluminum Products, Inc.
    Columbia Manufacturing
Connecticut Centerless Grinding, Inc.
Consolidated Industries, Inc.
Kearney-National, Inc.
Creed Monarch, Inc.
Eddy Electric Motor Co., Inc.
Elco-Textron Inc.
Fansteel, Inc.
    Mill-All Co.
The GMT Manufacturing Co., Inc.
GEMCO Manufacturing Co., Inc.
Gibbs Wire & Steel Co., Inc.
Gould Electronics, Inc.
    Allied Control Co., Inc.
    Clevite Corp.
Ideal Forging Corporation
Imperial Spring Company, Inc.
J.J. Ryan Corp.
    Drill Rite Co.
    Rex Forge
Jay Sons Screw Machine Products, Inc.
Kaba High Security Locks Corporation
Lake Eyelet Manufacturing Co., Inc.
Louis Perillo Oil Co., Inc.
Manon Metal Products
Manon Tool
Phillips Electronics North America Corp.
    Nelson Screw Machine Co.
Nelson Tool & Machine Co., Inc.
Newcomb Spring Corp.
    Nutmeg Spring
Nickson Industries, Inc.
    AAA Metal Stamping
Owen Tool & Manufacturing Co., Inc.
Palumbo's Exxon
Quality Coils, Inc.
The Five Star Company
The Stanley Works
Torrey S. Crane Co.
Towne Dry Cleaners, Inc.
Wesson Heating and Air Conditioning, Inc.
Western Pacific Industries, Inc.
    Peck, Stow & Wilcox Co. (a/k/a PEXTO I)
    Peck, Stow & Wilcox Co. (a/k/a PEXTO II)
    Veeder Root, Inc.
    Veeder Industries, Inc.

Solvents Recovery Service of New England, Inc.
Estate of Carleton H. Boll

Dainty Rubbish Service, Inc.
DiBenedetto's Hauling
P.M. Services, Inc.
Waste Material Trucking Company

The Anchorage, Inc.
Apco Products, Inc.
Barridon Corporation
Millennium Petrochemicals, Inc.
    Bridgeport Brass Corp.
Cramer Controls
Fairchild Auto-Mated Parts, Inc.
General Host Corp.
    Allied Leather
    AMS Industries
George Schmitt & Co., Inc.
Greenfield Industries, Inc.
Guard-All Chemical Co., Inc.
The Har-Conn Chrome Company
Industrial Spraying, Inc.
Japenamelac Corp.
    Nyes Japenamelac Corp.
The Job Plating Co., Inc.
The John L. Armitage & Company
L.E. Mason Co.
    Magnesium Casting Company
M. Swift & Sons, Inc.
Mayhew Steel Products, Inc.
New Haven Manufacturing Corp.
O.S. Walker Company, Inc.
    Walker Magnetics Group, Inc.
    Walker Scientific, Inc.
Providence Metallizing Company, Inc.
Reynolds & Markman, Inc.
The Rogers Manufacturing Co., Inc.
The Siemon Company
    The Siemon Co., Siemon-Dynamic Division
United Technologies Corp., Hamilton Standard Div.
    NSI, Inc.
    Norden Systems, Inc.
The W.A. Parsons Company
Waterbury Screw Machine Products Co., Inc.

A.G. Miller Company, Inc.
Philips Automotive Electronics
    A.W. Haydon Company
Acushnet Company Titleist and Foot-Joy Worldwide
    Acushnet Company, Titleist Golf Division
Sunfish Laser, Inc., Escape Sailboat Co., LLC
    Alcort Sailboats, Inc.
Alinabal, Inc. - Laminated Shim
Allied Metal Prod. Co.
Cytec Industries
    American Cyanamid Co.
American Home Products Corp.
    Adams Plastic
American Meter Co.
American Optical Co.
American Standard Inc.
    C.F. Church
The Tonon Group, Inc.
    Amesbury Metal Prod./Peter Gray/Robert Tonon
    Westwood Corp.
ARCO Environmental Remediation, LLC
    American Brass Co. (Waterbury, CT)
    American Brass Co. (Ansonia, CT)
    Anaconda
    Atlantic Richfield Company
Anderson and Sons, Inc.
Arden Jewelry Manufacturing Co.
Armstrong Rubber Company
    Pirelli Armstrong Tire Corp.
    Pirelli Tire Corp.
Arrow Automotive Industries, Inc.
    Arrow Armatures, Inc.
Autoswage Products, Inc.
Avery Dennison Corp.
    Avery - Dennison Mfg. - Dennison Mfg. Co.
B.A. Ballou & Company
B.F. Goodrich
B.J. Tool Company, The
Ball & Socket Manufacturing Co., Inc.
Barden Corp.
    Winsted Precision Ball Co.
    Lacey Manufacturing Company
Bass Plating Co., The
Mestek, Inc.
    Beacon Morris Corp.
Berlin Heat Treating Co., Inc.
Berol Corp.
    Eagle Pencil Co., Inc.
BIC Corporation
Bird Incorporated
    Bird & Sons
The Black & Decker Corp.
    Emhart Corp.
    Emhart Industries, Inc.
    Emhart Industries, Inc. - Hardware Div.
    American Hardware
    P&F Corbin
    Bailey Corp-USM Corp.
Akzo Nobel Inc.
    Akzona Inc.
    Brand Rex Co.
Branson Instrument Co.
    Branson Ultrasonics Corp.
Bridgeport Metal Goods
Framatome Connectors USA Inc.
    Burndy Corp.
Unisys Corp.
    Burroughs Corp.
    Wheeler Electric Co.
C. Cowles & Company
CBS Broadcasting Inc.
    CBS Electronics
    CBS Corp.
    CBS Inc.
C.E. Bradley Laboratories, Inc.
Susan Bates, Inc.
    C.J. Bates & Son
    Coats & Clark Inc.
Moen Incorporated
    Capewell Manufacturing Co.
Carris Reels, Inc.
    Carris Reels of Connecticut, Inc.
    Bridge Manufacturing Company
Chapman Machine Company
Newell Co.
    Charles D. Burnes
Pfizer Inc.
    Charles Pfizer & Co., Inc.
    Amatek/Pfizer, Inc.
Conopco, Inc. d/b/a Chesebrough-Pond's Co.
Chromium Process Co.
Ciba Specialty Chemicals Corp.
    Ciba-Geigy Corporation
    Novartis Corporation
    Hamblet & Hayes Co.
Circuit Wise, Inc.
Cly-Del Manufacturing Co., Inc.
Coltec Industries Inc.
Compo Industries/Pandel Bradford Div.
Contromatic Corporation/Quamco, Inc.
Cooper Industries, Inc.
    New England Die Casting
    Dano Electric
Pratt-Read Corporation
    Cornwall & Paterson Co.

Costar-Morningstar
- Corning Costar
- Corning Incorporated

Dana Corporation - Superior Electric

Danaher Corp.
- Allen Mfg. Co.
- Jacobs Mfg. Co., The
- Moore Drop Forge

Dexter Corp.
- Chemical Coatings

Digital Equipment Corp.

E.I. du Pont deNemours and Company

Durham Manufacturing Company, The

E.A. Patten Company, The

Eastern Etching & Manufacturing Co., Inc.

Eastern Chem-Lac Corp.
- Eastern Lacquer Corp.

Electrolux Corporation

Espey Manufacturing Co.
- Saratoga Industries
- Espey Mfg. & Electronics Corp.

MHC Inc.
- Fenwall, Inc.

Carpin Manufacturing Inc.
- Ferrule Manufacturing Corp.

Technographics, Inc.
- Fitchburg Paper Company

The Fletcher-Terry Company

FLEXcon Company, Inc.

Gencorp Inc. - Bolta Products

General Chemical Corp.

General Motors Corp.
- Fisher Body Div.

Talley International Investment Corp.
- General Time Corporation

Gillette Company

Gould Electronics Inc.
- Gould Inc.
- Allied Control Co.
- Clevite Corporation

GTE Operations Support Incorporated
- GTE Sylvania, Wallmet East
- GTE Sylvania Inc.

H&H Screw Products Mfg. Co.

Hazen Paper Company

Carlyle Manufacturing Company, Inc.
- Heminway & Bartlett Mfg., Co., The
- Carlyle Industries Inc.
- Blumenthal/Lansing Co.

Hercules Incorporated

Hitchiner Manufacturing Co., Inc.
- Metal Casting Technology, Inc.

Holyoke Card & Paper Co.

Hoyt & Worthen Tanning Corp.

Hubbard-Hall Inc.
- Hubbard Hall Chemical Company

ICI Americas
- Polyvinyl Chemical Industries
- United Finish Co.

IMO Industries, Inc.
- Heim Company

Industrial Polymers & Chemicals, Inc.

Ingersoll-Rand Company
- Torrington Co., Special Products
- Fafnir Bearing
- Thomaston Spec. Tool

International Paper Company

Irving Tanning Co.
- Hartland Tanning

Preco Corp.
- Premoid Corp.

K.J. Quinn & Co., Inc.
- PRC International, Inc.
- Courtaulds Aerospace, Inc.

Kanthal Corp.
- Kanthal Special Alloys Corp.
- Kanthal Furnace Products, Inc.
- Kanthal Corp.

PPG Industries, Inc.
- PPG Architectural Finishes, Inc.
- Keeler and Long Incorporated

L.C. Doane Company

Philips Electronics
- Lakewood Metal Products

Larson Tool & Stamping Co.

Olig, Ltd.
- Lea Manufacturing Company

Leavens Manufacturing

Lewcott Corporation
- Lewcott Chem & Plastics
- Eli Sandman Co.

Lilly Industries, Inc.
- Lilly Varnish Co.
- Lilly Chemical Products
- Lilly Industrial Coatings, Inc.

Lindberg Corporation d/b/a Lindberg Heat Treating
- New England Metallurgical

Litton Industries, Inc.
- Decatone, Div. of Litton Ind.
- Winchester Electronics, Div. of Litton Sys.
- Decatone Prod.
- Streaters, Inc.

Lunquist Tool & Mfg. Co., Inc.

The Mead Corporation
- Morart Gravure Corporation

Hasboro, Inc.
- Milton Bradley Co.

Miniature Precision Bearing- MPB Corp.

Solutia Inc.
- Monsanto Company
- Monsanto Chemical

Napier Co.
RLJC, Inc.
The Bliss Group
Nashua Corporation
Parker Street Perforating Corp.
f/k/a National Perforating Corp.
New England Small Business Investment Company, Inc
New England Tape Co.
Netco Extruded Plastics
The Newton-New Haven Company
Newton Industries of New Haven
Parker Hannifin Corporation
EIS Automotive Corp.
Persons Majestic Mfg.
Philipp Brothers Chemical
Pitney Bowes, Inc.
Dictaphone Corp.
Platt & Labonia Company
Plymouth Rubber Co., Inc.
Polaroid Corporation
BP Chemicals Inc. (BP America Inc.)
Prophylactic Brush
Raffi and Swanson Inc.
Raytheon Company
Raytheon Mfg.
Clariant Corporation
Reed Plastics
Akzo Nobel Coatings Inc.
Reliance Varnish Co.
Kraft Foods, Inc.
Kraft General Foods, Inc.
Sundown Vitamins
Rexall Chemical
Risdon-AMS (USA), Inc.
Risdon Corp.
Eyelet Specialty Co, Inc.
Risdon Manufacturing Company
Robertshaw Controls Co.- Milford Div.
Rock of Ages Corporation
Rock of Ages Capacitors
Rogers Corp.
Olivetti Office U.S.A.
Royal Business
Royal Typewriter Co., Inc.
Roytype
Royal McBee
Royal Screw Machine Products Company
Lockheed Martin Corporation
Sanders Associated, Inc.
Saltire Industrial, Inc.
Scovill Inc.
Scovill Mfg. Co.
Scovill Fasteners, Inc.
Secondary Products, Inc.
Wm Steinen Mfg. Co.
Sequa Corporation
Casco Products Corp.
Shell Chemical Company
Shell Oil Company
Sibley Company, The
Honeywell Inc., Skinner Valve Division
Sportsmen's Plastics, Inc.
American Annuity Group, Inc.
STI Group, Inc.
Sprague Technologies, Inc.
SPELCO, Inc.
Sprague Electric Co.
Stanadyne Automotive Corp.
Stanadyne Inc.
Summit Finishing Company, The
Superior Plating Company
Cornell-Dubilier Electronics, Inc.
Tobe Deutschmann Corporation
Technical Coatings Laboratory, Inc.
Tech Systems
Technicraft-Tech Systems
McCord Winn
Textron-J.H. Winn, Inc.
Tilotson Pearson Corp
Tillotson Rubber Co.
Atlas Corporation
Titeflex, Inc.
The Truesdale Company
Tyco International (US) Inc.
Tyco Labs
Ludlow Specialty Papers
U.S. Electrical Motors
Uncas Manufacturing Co.
C & K Components, Inc.
Unimax Switch Corporation
Brunswick Corporation
Union Hardware Division
Uniroyal Inc.
Naugatuck Footwear
U.S. Rubber Co.
Shoe Hardware
UNC Incorporated
United Nuclear Corp.
Timex Corporation
United States (U.S.) Time Corp.
Timex Enterprises, Inc.
Timex Products Corp.
Timex Sales Corporation
United Technologies Corp.-Hamilton Standard Div.
Hamilton Standard Div.
NSI, Inc.,
Norden Systems, Inc.
United Tool & Die Company, The
R.T. Vanderbilt Company, Inc.
Vanderbilt Chemical Corporation
Vulcan Electric Co.

W.E. Bassett Company, The
Barnes Group Inc.
    Wallace Barnes
    Associated Spring Corporation
    Barnes Group Inc.
Waterbury Companies, Inc.
    Talley Industries, Inc.
Westfield Coatings Corp., Inc.
    Westfield Chemical
CBS Corporation
    Westinghouse Electric Corporation
Westvaco Corporation
    U.S. Envelope
Weymouth Art Leather Co.
23 West Bacon Corp.
    Whiting & Davis Co., Inc.
Whittaker Corporation
    Chemical Products Corporation
    CPL Corporation
    C.W. Haynes Laboratories, Inc.
Worcester Chemical Distr. Corp.
Cartec, Inc.
    Worcester Taper Pin
Wright Line, Inc.

*All Parties listed are Contributing Settling Defendants.
Parties are grouped together for comparison to
EPA's original volumetric ranklist of Related Parties

APPENDIX D

List of Settlement Payments

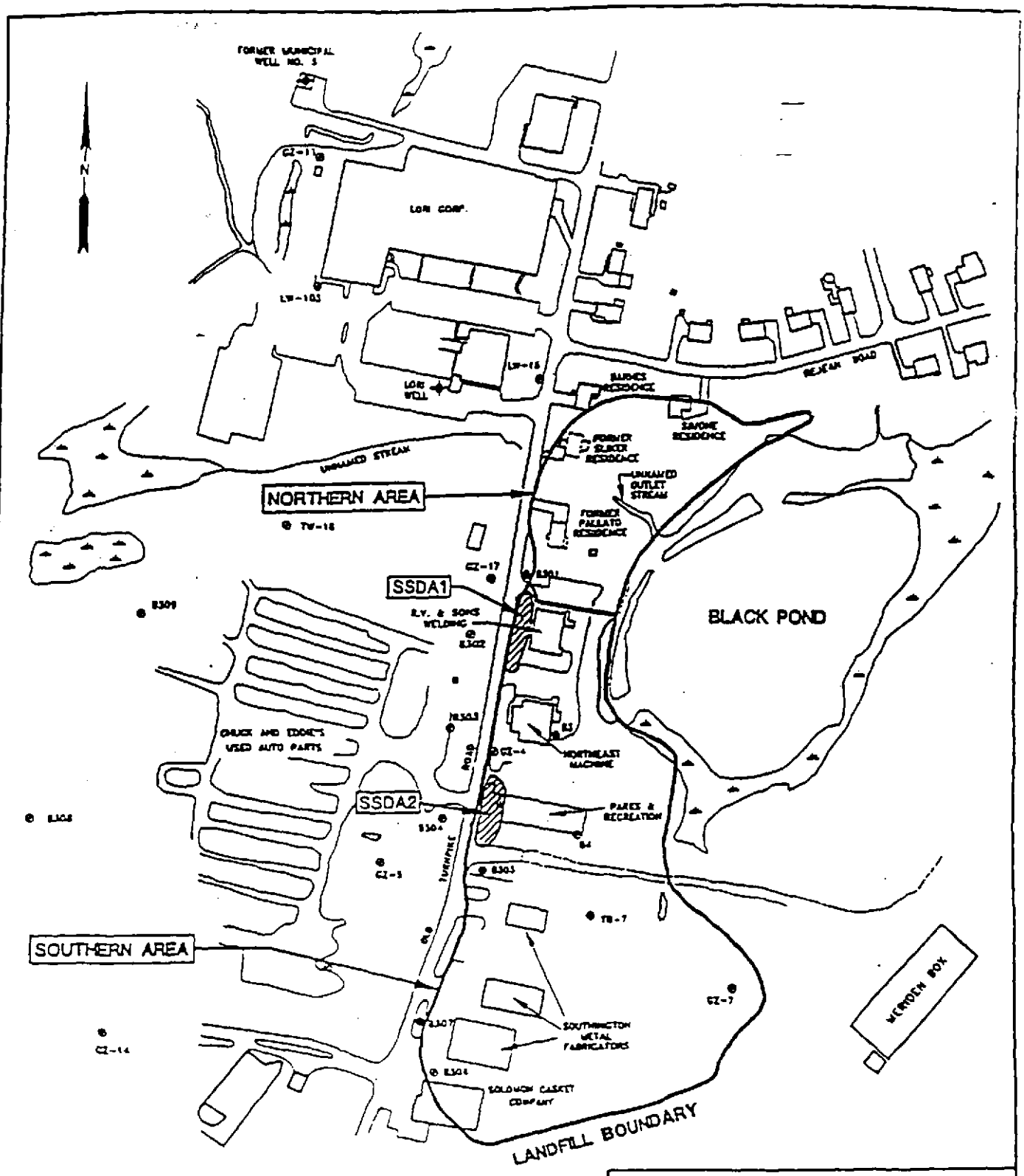
APPENDIX D — LIST OF SETTLEMENT PAYMENTS

Name of Settler	Payment
General Electric Company	$0
A & F Service Station, Inc.	$2,461
American Standard Co.	$5,000
Ampco-Pittsburgh Corp.	$352,741
Elco Textron Inc.	$76,762
Baron & Young Co., Inc.	$7,109
Bradley Memorial Hospital	$55,146
Brophy Metal Products, Inc.	$2,130
Bruce Mfg. & Molding Co., Inc.	$57,500
Buswell Metal Products, Inc.	$32,856
CLR Corporation	$93,145
Clark Brothers Bolt Co.	$35,000
Viking Aluminum Products, Inc.	$14,215
Connecticut Centerless Grinding, Inc.	$26,039
Consolidated Ind. / Kearney Nat'l	$29,371
Creed Monarch, Inc.	$5,010
Eddy Electric Motor Co., Inc.	$38,482
Fansteel, Inc.	$194,897
The Five Star Company	$1
The GMT Mfg. Co., Inc.	$1
GEMCO Mfg. Co., Inc.	$20,679
Gibbs Wire & Steel Co., Inc.	$13,383
Gould Electronics, Inc.	$293,861
Ideal Forging Corp.	$52,630
Imperial Spring Co., Inc.	$15,638
Jay Sons Screw Machine Prod., Inc.	$19,155
J.J. Ryan Corp.	$109,460
Kaba High Security Locks Corp.	$17,060
Lake Eyelet Mfg. Co., Inc.	$1
Louis Perillo Oil Co., Inc.	$1,000
Marion Metal Products	$9,951
Marion Tool	$7,039
Nelson Screw Machine Co.	$27,835
Nelson Tool & Machine Co., Inc.	$12,500
Newcomb Spring Corp.	$19,936
Nickson Industries, Inc.	$7,140
Owen Tool & Mfg. Co., Inc.	$10,970
Palumbo's Exxon	$3,397
Quality Coils, Inc.	$6,997
The Stanley Works	$105,729
Torrey S. Crane Co.	$40,406
Towne Dry Cleaners, Inc.	$24,898
Wesson Heating and Air Cond., Inc.	$6,402
Western Pacific Industries, Inc.	$531,924

Name of Settler	Payment
SRSNE/Estate of Boll	$393,300
SRS Customer Group	$2,445,164
The Anchorage, Inc.	$8,993
Apco Products, Inc.	$1,279
Atrax Co.	$2,500
Barridon Corp.	$3,786
Millennium Petrochemicals, Inc.	$2,500
Cramer Controls	$405
Fairchild Auto-Mated Parts, Inc.	$2,500
George Schmitt & Co.	$2,500
General Host Corp.	$2,500
Guard All Chemical Co., Inc.	$2,931
The Har-Conn Chrome Co.	$3,172
Industrial Spraying, Inc.	$2,500
The Job Plating Co.	$2,500
The John L. Armitage & Co.	$6,149
M. Swift & Sons, Inc.	$5,000
Magnesium Casting Co.	$2,500
Mayhew Steel Products, Inc.	$2,500
New Haven Mfg. Corp.	$298
Japenamelac Corp.	$2,500
O.S. Walker Co., Inc.	$107
Providence Metallizing Co., Inc.	$1,151
Reynolds & Markman, Inc.	$2,500
The Rogers Mfg. Co., Inc.	$2,500
The Siemon Company	$2,500
United Technologies Corp.	$2,216
The W.A. Parsons Co.	$2,500
Waterbury Screw Mach. Prod., Inc.	$2,733
Dainty Rubbish Service, Inc.	$5,924
P.M. Services	$3,033
DiBenedetto Hauling	$1,563
Waste Material Trucking Co., Inc.	$15,000

APPENDIX E

MAP OF SITE



LEGEND:

- ● TRIPLE MONITORING WELL CLUSTERS
- ⊕ SINGLE MONITORING WELL
- ▲ WETLANDS
- SSDA1 SEMI-SOLID DISPOSAL AREA

0 100 200 400
SCALE IN FEET

FIGURE 2

OLD SOUTHINGTON LANDFILL SUPERFUND SITE

DWG.EPA032

APPENDIX F

MEMORANDUM OF UNDERSTANDING

2/14/97

MEMORANDUM OF UNDERSTANDING
REGARDING OLD SOUTHINGTON LANDFILL RELOCATION

This Memorandum of Understanding ("MOU") is entered into as of this 14th day of February, 1997 by and among United Technologies Corporation and the Town of Southington, Connecticut (collectively, the "Performers"), the U.S. Environmental Protection Agency ("EPA") (the Performers and EPA together the "Settlors"), certain owners of property located at the Old Southington Landfill Superfund Site ("the Site"), specifically Pike Realty, Inc., Harold L. and Joann M. Charette and Richard Vallaincourt (individually, "Owner" and collectively, "Owners", except that Harold and Joann Charette constitute one Owner unless specified differently below), Southington Metal Fabricating, Inc. ("SMF") as the tenant of the Pike Realty Property, and R.V. & Sons Welding, Inc.("RVW") as the tenant of the Vaillancourt Property (SMF and RVW individually and collectively, referred to as the "Tenant"). The Owners, the Tenant, the Performers, and the United States shall be collectively referred to herein as the "Parties").

WHEREAS, the Owners each own the real estate and improvements located at the respective addresses in the Town of Southington, Connecticut set forth below:

Pike Realty, Inc.	503 and 579 Old Turnpike Road (the "Pike Realty Property")
Harold L. and Joann Charette	477 Old Turnpike Road (the " Charette Property")
Richard Vaillancourt	455 Old Turnpike Road ("the Vaillancourt Property")

Each of the above referenced Properties shall be referred to individually as a "Property" and collectively as "Properties" in this MOU;

WHEREAS, on or about November 25, 1995, the Owners, the Performers, EPA, the State of Connecticut and other parties (collectively "ADR parties") entered into the Alternative Dispute Resolution Agreement ("ADR Agreement") for the Site;

WHEREAS, on or about September 3, 1996, a critical mass of the ADR parties reached agreement (the "critical mass settlement") through the Old Southington Landfill Allocation Settlement Agreement (the "Settlement Agreement") fixing the share of responsibility for each settling party for the Remedial Design and Remedial Action ("RD/RA") set forth in the September 1994 Interim Record of Decision ("ROD") and for past costs incurred by certain private parties in connection with the Site ("Past Costs");

WHEREAS, pursuant to the Settlement Agreement, the Town and UTC have committed to the performance of the activities required by the ROD, which activities include the relocation of the Owners and their tenants;

WHEREAS, the Owners are ADR parties whose potential liability as property owners at the Site must be resolved in order for them to participate in the critical mass settlement;

WHEREAS, the Parties desire to enter into this Agreement in lieu of the United States exercising its right to acquire the Properties for public use and to relocate the Owner's businesses pursuant to the Uniform Relocation Assistance and Real Property Acquisition Act, 42 U.S.C. Sections 4601, *et seq.* (the "Act") and the regulations promulgated thereunder and located at 49 C.F.R. Part 24 (the "Regulations") in order to effect the remediation and closure of Site.

WHEREAS, subject to the terms and conditions of this Agreement, the Performers, Tenant, and Owners desire to settle certain

potential common law and statutory claims between the Owners and Tenant, on the one hand, and the Performers, on the other hand, relating to the environmental conditions on Owners' Properties or the Site, as described in the ROD (the "Environmental Condition");

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. ALLOCATED SHARE OF RD/RA AND PAST COSTS. Settlors shall recommend to the Executive Committee that the Owners listed above be incorporated into the critical mass settlement with each receiving a zero percent (0.0%) share of liability for the Site. Simultaneously with the execution and delivery of this Agreement the Owners shall execute a signature page to the Settlement Agreement. As provided in Paragraph 8, the Performers each agree not to seek the recovery of any future response costs from any Owner or Tenant pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (CERCLA), or any other applicable state, federal or local law or regulation.

2. PAYMENT OBLIGATIONS.

A. Performer Payments. The payment obligations of the Settlors pursuant to this MOU shall be governed by the terms and conditions of the Settlement Agreement, which shall be incorporated into a consent decree to be negotiated among the ADR Parties. The Performers shall make available sufficient monies to pay for the relocation of the Owners and Tenant as is necessary pursuant to this MOU on the date which is 30 days from EPA's execution of this MOU (such date to be referred to as the "Funding Date").

B. Payment Adjustments. Nothing in this MOU shall affect the shares of responsibility for each Settlor, as set forth in the Settlement Agreement which is to be memorialized in a consent decree. In order to address any pre-consent decree RD/RA expenditures by the Performers,

EPA intends to reimburse the Performers for the cost of RD/RA activities they incur which are in excess of their allocated shares of such costs, as such reimbursements are contemplated in Attachment B, Section III.D.1. of the ADR Agreement. Any such EPA reimbursement shall be accomplished by an adjustment to the Settlors' shares as set forth in a Preauthorization Decision Document to be incorporated in the consent decree for implementation of RD/RA at the Site. The consent decree for implementation of the RD/RA activities is subject to final approval of the Assistant Attorney General for Environmental and Natural Resources Division, Department of Justice.

3. PAYMENT OF FAIR MARKET VALUE FOR REAL PROPERTY, IMPROVEMENTS AND FIXTURES. Performers agree to disburse to each Owner an amount equal to the fair market value of the Property and improvements (including fixtures) on and to the Property (the "Fair Market Value"), subject and pursuant to the following terms and conditions:

A. Selection of Appraisers; Appraiser Qualifications. The Parties shall, within ten business (10) days of the Funding Date exchange lists of satisfactory M.A.I certified appraisers with at least five (5) years of experience in appraising industrial properties in the Southington, Connecticut region. The Parties shall agree to a mutually acceptable list of at least four (4) qualified appraisers (the "Approved List") within ten (10) business days of the date established in the previous sentence for exchange of lists.

B. Appraiser Instructions. The Parties agree to prepare mutually acceptable instructions to the appraisers no later than the date ten business (10) days after the Parties agree on a mutually acceptable list of appraisers, provided, however, such instructions shall, at a minimum, include the following:

(i) the appraiser shall appraise the Fair Market Value of each Property using generally accepted appraisal standards; provided, that the appraisers shall not take into consideration the fact that

the Properties are part of or located near a Superfund site; and further provided, that the appraisers shall not utilize the "income approach", either in whole or in part, in valuing the Charette Property and the Pike Realty Property.

(ii) each appraisal report shall include an analysis and reconciliation of approaches to value sufficient to explain and support the opinions of value expressed in each report.

(iii) each appraisal shall comply with Section 24.103 of the Regulations.

(iv) each appraiser shall be given a list of certain items which constitute fixtures as agreed to in this MOU (Paragraph 3(F)).

The Owners and the Performers shall each transmit to their respective appraiser a retention letter which shall be mutually drafted and agreed to by the Owners and Performers prior to the retention.

C. Process for Retaining Initial Two Appraisers. The Parties agree that two appraisers from the Approved List shall be retained, one to be retained directly by the Owners, and one to be retained directly by the Performers to appraise each of the Properties and to deliver a separate appraisal report with respect to each Property. The cost of each of the initial two appraisals shall be paid for by the Performers upon terms acceptable to the Performers. Except as specifically provided for below, however, the Performers agree not to communicate directly with the appraiser retained by the Owners and the Owners agree not to communicate directly with the appraiser retained by the Performers. Performers and Performer's agent and the Owner and Owner's agent shall have the right to accompany the appraisers when they are performing the appraisals and to respond to any questions of the appraisers at any time. The Performers will advance to each Property Owner the cost of such appraisal as payment for each such appraisal is due.

D. Review and Acceptance of Appraisals. Final duplicate copies of the appraisals of each Property obtained by each Owner and by the Settlors shall be promptly delivered to the other Parties for review. If any Party determines that the appraisal report is inconsistent with the written instructions provided to the appraiser pursuant to this MOU, then such Party shall notify the other appropriate Parties of such objection or that such report contained material errors and omissions within ten business (10) days of receipt of such appraisal. Thereafter, the Parties agree that the appraiser shall be notified of such inconsistency or error and directed to revise the appraisal analysis and report to be consistent with such instructions or with such correct state of facts, as applicable. If the Parties provide no such notice, then the appraisal shall be deemed to be final and accepted by all Parties.

E. Determination of Fair Market Value. If the initial two final accepted appraisals indicate values which are divergent by less than ten percent (10%), their average shall be deemed the Fair Market Value of the Property. Unless otherwise agreed to by both the affected Owner and the Settlors within thirty (30) days of the issuance of the second appraisal report for such Owner's Property, if the initial two appraisals are divergent by more than ten percent (10%), a mutually acceptable third appraiser from the Approved List shall be retained by both the Owner and the Performers to perform a third appraisal, the cost of which shall be shared equally by the Owner and the Performers. The third appraisal shall be subject to same instructions to the appraiser and the same review and acceptance process as set forth above for the initial two appraisals. Following issuance and acceptance of the third appraisal, the Fair Market Value of such Property shall be determined as follows:

(i) If the value determined by the third appraisal is between the values determined by the first and second initial appraisals, the Fair Market Value shall be determined by averaging the two initial appraisals and then averaging that result with the third appraisal;

(ii) If the value of the third appraisal is greater than the higher of the initial two appraisals or less than the lower of the initial two appraisals (as the case may be), but is not divergent by more than ten percent (10%) of the next closest appraisal, the Fair Market Value shall equal the average of the third appraisal and the next closest appraisal; and

(iii) If the value of the third appraisal is greater than the higher of the initial two appraisals or less than the lower of the initial two appraisals (as the case may be), and is divergent by more than ten percent (10%) of the next closest appraisal, the Fair Market Value shall equal the value of the next closest appraisal;

F. Fixtures. The Parties acknowledge and agree that the bus bars within any of the buildings on the Properties are fixtures. Likewise, runways which are utilized with the cranes in each of the Pike Realty buildings are fixtures and shall be included in the Fair Market Value of the Pike Realty Property. The bridges and hoists which are part of such cranes shall not be considered by the appraisers as part of the Pike Realty Property.

G. Payments of Fair Market Value. Payments due to each Owner pursuant to this Section 3 shall be made as follows:

(i) within thirty (30) days of the determination of the final Fair Market Value of each Owner's Property, the Performers shall disburse to such Owner an amount equal to thirty three percent (33%) of the Fair Market Value of such Owner's Property;

(ii) within thirty (30) days of receipt by the Performers of a written request from an Owner for funds which are covered by this MOU and are necessary to pay any other relocation or reestablishment costs or the Performers shall disburse to such Owner the amount requested; provided, that any such written

request by an Owner shall specify the nature and amount of the expense and state why the expense is necessary for relocation purposes and shall provide appropriate backup documentation; and further provided, that this subparagraph shall apply only after the Fair Market Value of the Property in question has been determined; and

(iii) The remaining balance of the Fair Market Value shall be paid in full at the closing of the transfer of title to each Property.

H. Closing and Closing Dates. Each of the Owners shall convey title to the Property of each such Owner in "as is" condition, at, on or before the date specified in Paragraph 9.(b) (the "Closing Date") to an entity to be designated by the Settlors (the "Purchaser"). Each Owner shall provide Settlors' agent with at least thirty (30) days prior written notice of the actual intended Closing Date. The closing of the transfer of title (the "Closing") shall be held at the offices of each Owner's counsel (to be designated by each Owner prior to the Closing) on the Closing Date or on such earlier date agreed to by the Purchaser and the Owner.

I. Adjustments. The following items shall be adjusted as of 12:01 a.m. on the Closing Date:

(i) Current real estate and personal property taxes of the Town of Southington, Connecticut and any other water, sewer, or other municipal improvement tax, charge or other assessment affecting the Property, provided should any tax, charge or assessment be undetermined on the date of closing, the last determined tax, charge or assessment shall be used for the purposes of this apportionment: and

(ii) Water, electricity, fuel oil, gas and other utilities.

J. Title and Possession.

Owner shall at Closing convey title to the Property by limited warranty deed, in form suitable for recording, and subject only to any existing restrictions or limitations of any governmental authority, including the zoning ordinances and regulations of the Town of Southington and any encumbrances of record (other than liens of each Owner's mortgagee. Notwithstanding the above, Closing shall not occur until such time as all local and state property taxes due and owing as of the Closing Date have been paid by each Owner for its Property. The Property shall be vacant at Closing; Owners shall ensure that no persons other than Owners have any rights to occupancy or possession of the Property subsequent to Closing. Performers agree that any expenses incident to the transfer of title to each Property shall be paid by Performers in accordance with Section 24.106 of the Regulations.

K. Environmental Assessments and Compliance.

(i) Except as provided in Paragraph K(iii) below, each Owner does not make, has not made and specifically disclaims any representation or warranty, express or implied, regarding the environmental condition at, on, under, or about the Property or the compliance of the Property with Environmental Laws (as hereinafter defined), including any administrative or judicial interpretation thereof. For purposes of this MOU the term "Environmental Laws" shall mean the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. and the regulations promulgated thereunder, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. and the regulations promulgated thereunder, the Federal Water Pollution Control Act, 33 U.S.C. Section 1321 et seq. and the regulations promulgated thereunder, the Federal Clean Water Act, 33 U.S.C. Section 1251 et seq. and the regulations promulgated thereunder, the Occupational Safety and Health Act of 1970, 29 U.S.C. Section

651 et seq. and the regulations promulgated thereunder, the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. and the regulations promulgated thereunder, Title 22a of the Connecticut General Statutes, as amended, and the regulations promulgated thereunder, as all of the foregoing may from time to time be amended, or similar state or federal laws, rules, regulations, orders and decrees may now or hereafter be enacted.

(ii) No Owner shall leave any solid waste generated by such Owner or its tenant or received from another person on its Property. From the Effective Date of this MOU through Closing, each Owner shall comply with all applicable laws governing disposal of solid, regulated, and hazardous wastes. An Owner's failure to remove any such waste prior to Closing shall delay Closing with respect to such Owner's Property until such waste is disposed of in accordance with all applicable laws.

(iii) In the event that Performers determine that any Property constitutes an "establishment" as defined in Connecticut Transfer Act (Public Act 87-475, as amended), Performers shall sign or cause Purchaser to sign any declarations or other certificates as may be required by such Transfer Act. Each Owner represents that to the best of its knowledge:

(a) on or after November 19, 1980, neither Owner or any tenant of Owner has engaged in any business operation on its respective Property generated, except as the result of remediation activities, more than one hundred (100) kilograms of "hazardous waste" (as such term is defined in the Connecticut Transfer Act, Conn. Gen. Stat. Section 22a-134 *et seq.*) in any one month or recycled, reclaimed, reused, stored, handled, treated, transported or disposed of "hazardous waste" generated by another person or municipality, and

(b) that no dry cleaning, furniture stripping, vehicle body repair, or vehicle painting operations were conducted by Owner or any tenant of Owner on its respective Property after May 1, 1967;

provided, that these representations shall not be construed to address any activities at any Property related to the operation, investigation or remediation of the Old Southington Landfill Superfund Site.

4. RELOCATION COSTS.

A. Reimbursement of Actual Relocation Costs: Actual relocation costs include those costs and expenses defined in Section 24.303 of the Regulations (the "Actual Relocation Costs"). The Performers agree to pay to each Owner and to Tenant (or directly to a third party service provider, as directed by Owner or Tenant) the actual relocation costs and expenses of each Owner and its tenants, provided however, that an Owner and its tenant shall not both be paid for the same expense.

The amounts to be paid to the Owners as Actual Relocation Costs shall be determined as follows. Each Owner and/or the Tenant, as applicable, shall obtain two fixed price bids for work that will be incurred and that is included in the Actual Relocation Costs from qualified persons trained or experienced and skilled in the type of work for which such bid is being sought and that can perform such work within an appropriate timeframe. The person providing the lower of the two bids shall be awarded the work except as set forth in Subsections B and C of this Section 4. The Parties acknowledge and agree that each Owner or Tenant shall be responsible for obtaining the bids for relocation work and shall oversee the vendors' performance of such work.

B. Owner's Election to Perform Work. An Owner or Tenant may, at Owner's or Tenant's sole discretion, elect to perform such work pursuant to an Owner's or Tenant's proposal provided that such Owner's or Tenant's proposal is at a lower cost than the bids obtained

from outside contractors. If an Owner or Tenant performs such work, the Performers shall pay to such Owner or Tenant, within thirty (30) days of the completion of such work, the sum of the Owner's or Tenant's bid for the work as set forth in the Owner's or Tenant's proposal plus one half of the difference between the lowest bid and the Owner's or Tenant's bid.

C. Settlors' Option to Retain Third Party Vendor. Provided the Owner or Tenant does not elect to perform the work pursuant to Subsection (B) above, Performers may, at their sole discretion, opt to cause such work to be performed by a qualified third party vendor trained or experienced and skilled in the type of work for which such bid was sought if the Owner or Tenant chooses not to perform such work. Any savings realized by Performers shall inure solely to Performers' benefit.

D. Certain Relocation Expenses. The Parties acknowledge and agree that the following expenses shall be included as reimbursable expenses, consistent with Section 24.303 of the Regulations:

(i) The dismantling, removal, transportation and reinstallation of the bridges and hoists to the cranes owned by Pike Realty, Inc. or Tenant (including modifications to such equipment necessary to adapt such equipment to the replacement structure) and the installation of bus bars supplying power to the runways of Tenant's cranes.

(ii) Electrical upgrades and other modifications necessary to adapt the utilities in an existing building at the replacement site to the equipment moved from each Property (except that provision of utilities from the right of way to the building or improvement are excluded) including but not limited to the equipment of the tenants of the Owners;

5. PAYMENT OF CAPPED REESTABLISHMENT EXPENSES. Performers agree to disburse to each Owner the lump sum of Ten

Thousand Dollars ($10,000.00) for those eligible Reestablishment Expenses described in Section 24.304 of the Regulations (the "Reestablishment Expenses Payment"). Such payments shall be made within thirty (30) days of the Funding Date.

6. PAYMENT OF ADDITIONAL SUMS PURSUANT TO SECTION 24.102(i). Within thirty (30) days of the Funding Date Performers agree to disburse to the Owners, as additional compensation for the Property to be purchased hereunder pursuant to Section 24.102(i) of the Regulations (the "Additional Administrative Settlement Payment"), the following amounts:

Pike Realty, Inc.	$133,437.05
Harold L. and Joann M. Charette	$ 42,086.29
Richard Vaillancourt	$ 38,112.66

7. TENANTS OF OWNERS. This MOU, including the benefits of the Actual Relocation Payments hereunder and the Releases shall inure to the benefit of the Owners, Tenant and the tenant of Harold and Joann Charette and their successors, heirs and assigns. Any and all tenant expenses which are to be paid or reimbursed hereunder shall either be paid to the Owner or Tenant or directly to the tenant or service provider, as Owner or Tenant shall direct.

8. MUTUAL RELEASES. Each Owner and Tenant hereby releases each Performer, and each Performer hereby releases each Owner and Tenant, from any and all claims, losses, liabilities, damages, lawsuits and costs under State law, federal law, or common law with respect to the Environmental Conditions (collectively "Claims") except for any claims by and between the Owners or Tenant, on the one hand, and the Performers, on the other hand, relating to claims by any third party, including an employee of an Owner or Tenant, against such Owner or Tenant for any injuries relating to (i) the actions of a

Performer on such property or (ii) Environmental Condition not caused by the operation of such Owner or Tenant. The mutual releases, as set forth in this paragraph, shall become immediately effective without any additional requirements upon incorporation of the Owners into the critical mass settlement for a zero percent (0%) allocation. These releases shall apply to, and run to the benefit of, the successors, assigns, officers, directors and shareholders of the Owners, Tenant, and Performers.

9. ADDITIONAL COVENANTS.

(a) The Performers agree to cooperate, until Closing, with the Owners in obtaining grants and/or no or low interest loans to facilitate the relocation and improvement of the Owners' businesses.

(b) The Owners agree that they shall vacate the Site within eighteen months of the Funding Date or by December 31, 1998, whichever is later.

(c) Settlors agree, to the extent possible in light of the RD/RA to be performed at the Site, to interfere as little as possible with normal business operations on the Site.

(d) Owners and Settlors shall execute and deliver agreements allowing for access to the Properties for remedial design work, which agreements shall be in form, scope and substance substantially similar to the access agreements executed by the Parties during the Remedial Investigation and Feasibility Study activities.

10. COMPLETE AGREEMENT. This MOU and the Side Agreement among the Owners, the Tenant, and the Performers together represent the complete agreement among the Parties which may be modified only by a writing signed by all necessary Parties. In addition, the Performers are third party beneficiaries of a letter

agreement between Harold and Joann Charette and their tenant, Northeast Machine Corporation, regarding the relocation of such tenant.

11. MISCELLANEOUS. This MOU shall become effective upon signature by all Parties except as set forth in the Side Agreement. This MOU may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall, together, constitute but one and the same instrument. In addition, the Parties agree that this MOU may be transmitted between and among them by facsimile machine. The Parties intend that faxed signatures constitute original signatures and that a faxed document containing the signatures (original or faxed) of all the Parties is binding on the Parties.

12. DESIGNATED AGENT. Each Party will designate an agent to be the point of contact between itself and other Parties. Any and all notices required by or to implement this MOU shall be sent or delivered to the following persons for the identified Party.

For United Technologies Corporation:

David Platt
Murtha, Cullina, Richter & Pinney
CityPlace
Hartford, CT 06103

For the Town of Southington:

Carol Lear
LeBoeuf, Lamb, Greene, & MacRae, L.L.P.
Goodwin Square
Hartford, CT 06103

For the Environmental Protection Agency:

Marcia Lamel
US EPA, Region 1
Mail Code SES
JFK Federal Building
Boston, MA 02203

For RV & Sons Welding, Inc.

Richard Vaillancourt
455 Old Turnpike Road
Plantsville, CT 06489

Harold and Joann Charette
87 Melissa Court
Southington, CT 06489

For Pike Realty and SMF:

ATTN: James F. Needham
579 Old Turnpike Road
Plantsville, CT 06479

If any Party changes its designated agent, it must provide five (5) business days prior written notice to all other Parties, which notice shall include the name, address, and telephone and fax numbers of the new agent.

13. DISPUTE RESOLUTION. The Performers, Owners and Tenant agree that any dispute which arises out of this MOU (other than a dispute relating to the amounts payable under Paragraph 6 herein) shall be resolved by binding arbitration pursuant to the Rules of the American Arbitration Association for commercial transactions. Unless otherwise agreed to by the necessary Parties, any arbitration proceedings shall take place in Hartford, Connecticut.

UNITED TECHNOLOGIES CORPORATION
Pratt & Whitney Division

By: _____
Its: EXECUTIVE VICE PRESIDENT
Duly Authorized

PIKE REALTY INC.

By: _____
Its: DIRECTOR
Duly Authorized

Please note:

RV WELDING & SON

By: Richard Vaillancourt
Its: President
Duly Authorized R.V. & Son Welding, Inc.

SOUTHINGTON METAL FABRICATORS, INC.

By: _____

Its: SECRETARY / TREASURER

Duly Authorized

HAROLD L. CHARETTE

By: Harold L Charette

JOANNE CHARETTE

By: JoAnn Charette

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 1

By: Linda M. Murphy
Linda M. Murphy
Director of the Office of Site Remediation and Restoration
Duly Authorized

May 16, 1997

TOWN OF SOUTHINGTON, CONNECTICUT

By: _____

Its: Duly Authorized

RICHARD VAILLANCOURT

By: Richard Vaillancourt

APPENDIX G

Preauthorization Decision Document

Re: OSL Landfill Site
Ref: CERCLA 98-001

DECISION DOCUMENT
PREAUTHORIZATION OF A CERCLA SECTION 111(a) CLAIM

OLD SOUTHINGTON LANDFILL SUPERFUND SITE
SOUTHINGTON, CONNECTICUT

I. ***STATEMENT OF AUTHORITY***

Section 111 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9611, authorizes the reimbursement of response costs incurred in carrying out the National Contingency Plan, 40 C.F.R. Part 300 (as amended) (NCP). Section 112 of CERCLA, 42 U.S.C. § 9612 directs the President to establish the forms and procedures for filing claims against the Hazardous Substance Superfund (Superfund or Fund). Executive Order 12580 (52 Fed Reg. 2923, January 29, 1987) delegates to the Administrator of the Environmental Protection Agency (EPA) the responsibility for CERCLA claims and for establishing forms and procedures for such claims. The forms and procedures can be found in the Response Claims Procedures for the Hazardous Substance Superfund, 40 C.F.R. Part 307, 58 Fed. Reg. 5460 (January 21, 1993). Executive Order 12580 also delegates to the EPA Administrator the authority to reach settlements pursuant to Section 122(b) of CERCLA, 42 U.S.C. § 9622(b). The Director of the Office of Emergency and Remedial Response (OERR) is delegated authority to evaluate and make determinations regarding claims (EPA Delegation 14-9, September 13, 1987 and EPA Redelegation 14-9 "Claims Asserted Against the Fund," May 25, 1988).

II. ***BACKGROUND ON THE SITE***

On September 22, 1994, the EPA Regional Administrator for Region I signed the Record of Decision (ROD) for the Old Southington Landfill Superfund Site (hereinafter referred to as the Site). The ROD provides for acquisition of properties located on the Site; removal of all residential and commercial structures from the landfill; relocation of affected residents and businesses located on the Site; excavation and consolidation of discrete semi-solid materials including a two foot buffer zone around these materials in semi-solid disposal area 1 (SSDA1) into a lined cell on Site; installation of a single layer cap on the northern portion of the Site; installation of a multi-layer cap on the southern portion of the Site; installation of a landfill gas collection system and potentially a treatment system; long-term monitoring for groundwater, landfill gas, surface water and sediment; five year reviews; supplemental groundwater studies; such institutional controls as are necessary for implementation of the remedial action set forth in the ROD; and operation and maintenance of the cap and gas collection/treatment system.

In January 1994, EPA issued special notice letters to United Technologies Corp., Pratt & Whitney Division (UTC) and the Town of Southington (Town) as well as over 300 other potentially responsible parties (PRPs). In November 1995, the United States, the State, and the majority of the PRPs entered into an Alternative Dispute Resolution Agreement regarding the Site which provided for an allocation process pursuant to which neutrals would assist the PRPs in allocating liability for the Site or assign shares of responsibility to various parties based on their connection with the Site. On September 3, 1996, the United States and the ADR Parties entered into an Allocation Settlement Agreement for the Site, subject to negotiation of a Consent Decree, which set forth shares for each ADR Party for costs associated with the ROD, the United States' past costs, the United States' future oversight costs associated with the ROD, and past costs incurred by some of the private parties. Pursuant to the Allocation Settlement Agreement, the United States agreed to reimburse parties for the orphan share at the Site, including the shares attributable to insolvent or defunct parties and the share attributable to the presence of municipal solid waste. The Town and UTC agreed to perform the remedial action set forth in the ROD and have formed a performing party group (the "Performing Parties Group") (together these two parties are also referred to as the "Performing Settling Defendants" in the Consent Decree) to effect such performance.

On December 3, 1997, the Performing Parties Group submitted a formal application for preauthorization as required by Section 300.700(d) of the NCP and 40 C.F.R Section 307.22. A Consent Decree between EPA, the Town, UTC and certain other parties is being executed simultaneously with this Decision Document (hereinafter referred to as the Preauthorization Decision Document or PDD).

III. ***FINDINGS***

Preauthorization (i.e., EPA's prior approval to submit a claim against the Superfund for reasonable and necessary response costs incurred as a result of carrying out the NCP) represents the Agency's commitment to reimburse a claimant from the Superfund, subject to any maximum amount of money set forth in this PDD, if the response action is conducted in accordance with the preauthorization and costs are reasonable and necessary. Preauthorization is a discretionary action by the Agency taken on the basis of certain determinations.

EPA has determined, based on its evaluation of relevant documents and the Performing Parties Group's Application for Preauthorization (Application) pursuant to 40 C.F.R. Section 300.700(d) that:

(A) A release or potential release of hazardous substances warranting a response under Section 300.435 of the NCP exists at the Site;

(B) The Performing Parties Group has agreed to implement the cost-effective remedy selected by the EPA to address the threat posed by the release at the Site;

(C) The Performing Parties Group has demonstrated engineering expertise and a knowledge of the NCP and attendant guidance;

(D) The activities proposed by the Performing Parties Group, when supplemented by the terms and conditions contained herein, are consistent with the NCP; and

(E) The Performing Parties Group has demonstrated efforts to obtain the cooperation of the State of Connecticut.

EPA has determined, consistent with 40 C.F.R. Section 307.23, that the Application submitted by the Performing Parties Group demonstrates a knowledge of relevant NCP provisions, 40 C.F.R. Part 307, and EPA guidance sufficient for the conduct of a Remedial Action at the Site.

The Performing Parties Group is generally obligated to comply with all provisions and representations in the Application for Preauthorization, and to notify EPA of any changed circumstances which alter those provisions. If circumstances change between the time the Application is submitted, and the time of remedy implementation, it is in EPA's discretion to determine which Application provisions are still valid and which provisions no longer apply. The Consent Decree, including the terms and conditions of the PDD, the ROD, and the Statement of Work (SOW) shall govern the conduct of response activities at the Site. In the event of any ambiguity or inconsistency between the Application for Preauthorization (Application) and this PDD, with regard to claims against the Fund, the PDD and the Consent Decree shall govern.

IV. ***PREAUTHORIZATION DECISION***

I preauthorize the Performing Parties Group to submit a claim(s) against the Superfund for sixty-three and nine one hundreths percent (63.09%) of reasonable and necessary eligible costs for design and construction of the remedy incurred pursuant to the ROD and Consent Decree (Exhibits 1 and 2), not to exceed eight million eight hundred thousand one hundred sixty-five dollars ($8,800,165). This preauthorization is subject to compliance with the Consent Decree and the provisions of this PDD.

V. ***AUDIT PROCEDURES***

The Performing Parties Group shall develop and implement audit procedures which will ensure their ability to obtain and implement all agreements to perform

preauthorized response actions, in accordance with sound business judgment and good administrative practice as required by 40 C.F.R. Section 307.32(e). Those requirements shall include but not necessarily be limited to the following procedures.

A. The Performing Parties Group will develop and implement procedures which provide adequate public notice of solicitations for offers or bids on contracts that the Performing Parties Group will enter into for preauthorized response actions. Solicitations must include evaluation methods and criteria for contractor selection. The Performing Parties Group shall notify EPA of the qualifications of all contractors and principal subcontractors hired to perform preauthorized response actions pursuant to the Consent Decree, Section VI (Performance of the Work). EPA shall have the right to disapprove the selection of any contractor or subcontractor selected by the Performing Parties Group consistent with the Consent Decree. EPA shall provide written notice to the Performing Parties Group of the reasons for any such disapproval.

B. The Performing Parties Group will develop and implement procedures for procurement transactions which provide maximum open and free competition; do not unduly restrict or eliminate competition; and provide for the award of contracts to the lowest, responsive, responsible bidder, 40 C.F.R. Section 307.21(e). The Performing Parties Group and their contractors shall use free and open competition for all supplies, services and construction with respect to the preauthorized response actions to be performed at the Site. There are a number of ways that the Performing Parties Group can meet these requirements including but not limited to the following:

1. For example, if the Performing Parties Group awards a fixed price contract to a prime contractor, the Performing Parties Group has satisfied the requirement of open and free competition with regard to any subcontracts awarded within the scope of the prime contract.

2. The Performing Parties Group is not required to comply with the Federal procurement requirements found at 40 CFR Part 33 or EPA's Guidance on State Procurement Under Remedial Cooperative Agreements (OSWER Directive 9375.1-11, June 1988), in meeting these requirements. However, EPA does require that the Performing Parties Group use these documents for guidance in developing procurement procedures for small purchases, formal advertising, competitive negotiations and noncompetitive negotiations as each may be appropriate to remedying the release or threat of release at the Site.

3. With reference to small purchase procedures, EPA defines small purchase procedures as those relatively simple, informal procurement methods for securing services, supplies and other property from an adequate number of qualified sources in instances in which the services, supplies and other property being purchased constitute a discrete procurement transaction and do not cost more than a certain amount in the aggregate (Example: $25,000). The Performing Parties Group can meet the requirements of maximum free and open competition with respect to small purchases by developing procedures which follow 40 CFR Part 33 or EPA's Guidance on State Procurement Under Remedial Cooperative Agreements (OSWER Directive 9375.1-11, June 1988). However, the Performing Parties Group shall in no event divide procurement transactions into smaller parts to avoid the dollar limitation.

C. The Performing Parties Group may use a list or lists of prequalified persons, firms, or products to acquire goods and services. The Performing Parties Group shall make each pre-qualification using evaluation methods and criteria which are consistent with the selection and evaluation criteria developed pursuant to Section V.A. above. Such list(s) must be current and include enough qualified sources to ensure maximum open and free competition. The Performing Parties Group shall not preclude potential offerors not on the prequalified list from qualifying during the solicitation period.

D. The Performing Parties Group shall develop and implement procedures to settle and satisfactorily resolve all contractual and administrative matters arising out of agreements to perform preauthorized response actions, in accordance with sound business judgment and good administrative practice as required by 40 C.F.R. Section 307.32(e).

The following actions shall be conducted in a manner to assure that the preauthorized response actions are performed in accordance with all terms, conditions and specifications of contracts as required by EPA: (1) invitations for bids or requests for proposals; (2) contractor selection; (3) subcontractor approval; (4) change orders and contractor claims (procedures should minimize these actions); (5) resolution of protests, claims, and other procurement related disputes; (6) subcontract administration.

E. The Performing Parties Group shall develop and implement a change order management policy and procedure generally in accordance with EPA's guidance on State Procurement Under Remedial Cooperative Agreements (OSWER Directive 9375.1-11, June 1988).

F. The Performing Parties Group shall develop and implement a financial management system that consistently applies generally accepted accounting principles and practices and includes an accurate, current, and complete accounting of all financial transactions relating to reimbursement for the project, complete with supporting documents, and a systematic method to resolve audit findings and recommendations.

G. As required in the Remedial Action Work Plan outlined in the Statement of Work, the Performing Parties Group shall develop and submit to EPA a Project Delivery Strategy to address the management approach for implementing the remedial action, including but not limited to procurement methods and contracting strategy and a Construction Management Plan addressing how the construction activities are to be implemented and coordinated with EPA. This Plan shall include an identification of key project management personnel, complete with roles, responsibilities and lines of authority (financial and decisional), and an organizational chart.

H. Modification of Remedial Design elements or performance requirements contained in the Consent Decree or Statement of Work or the final Remedial Design shall be consistent with the Consent Decree. Such modifications shall modify this PDD.

VI. ***CLAIMS PROCEDURES***

A. Pursuant to section 111(a)(2) of CERCLA, EPA may reimburse necessary response costs incurred as a result of carrying out the NCP that satisfy the requirements of 40 C.F.R. Section 307.21, subject to the following limitations:

1. Costs may be reimbursed only if incurred after the date of this preauthorization; and

2. Costs incurred for long-term operation and maintenance are not eligible for reimbursement from the Superfund.

3. The Statement of Work requires that the Performing Settling Defendants develop and submit an Operation and Maintenance Plan to EPA. Activities included within this plan and costs associated with such activities are ineligible for reimbursement from the Fund.

B. In submitting claims to the Superfund, the Performing Parties Group shall:

1. Document that response activities were preauthorized by EPA;

2. Substantiate all claimed costs through an adequate financial management system that consistently applies generally accepted accounting principles and practices and includes an accurate, current and complete accounting of all financial transactions relating to reimbursement for the project, complete with supporting documents, and a systematic method to resolve audit findings and recommendations; and

3. Document that all claimed costs were eligible for reimbursement, consistent with applicable requirements of 40 C.F.R. Part 307.

C. Claims may be submitted against the Fund by the Performing Parties Group only while the Performing Parties Group are in compliance with the terms of the Consent Decree and no more frequently than upon

1. Payment of acquisition and relocation costs pursuant to the Memorandum of Understanding dated February 14, 1997 and approval of the Remedial Action Work Plan;

2. Completion of excavation and consolidation of SSDA1;

3. Placement of the geomembrane layer on the cap;

4. Performance of final cap construction inspection;

5. Performance of three years of monitoring as required for the supplemental groundwater investigation, as calculated from the date of the final cap construction inspection, or such lesser time if the conclusion of groundwater monitoring is less than three years from the last submission.

VII. ***OTHER CONSIDERATIONS***

A. This PDD is intended to benefit only the Town, UTC and EPA. It extends no benefit to nor creates any right in any third party.

B. If any material statement or representation made in the Application for Preauthorization is false, misleading, misrepresented, or misstated and EPA relied upon such statement in making its decision, the preauthorization by EPA may be withdrawn following written notice to the Town and UTC. Disputes

arising out of EPA's determination to withdraw its preauthorization shall be governed by Section XVII (Claims Against the Superfund) of the Consent Decree. Criminal and other penalties may apply as specified in 40 C.F.R. Section 307.15.

C. The Fund's obligation in the event of failure of the remedial action shall be governed by 40 C.F.R. Section 307.42. EPA may require the Performing Parties Group to submit any additional information needed to determine whether the actions taken were in conformance with the Consent Decree and the Statement of Work, and were reasonable and necessary.

D. This preauthorization shall be effective as of the date it is signed. Claims may be submitted prior to entry of the Consent Decree by the Court, but shall not be paid until after entry.

3-5-98

Steven D. Luftig DATE
Director, Office of
Emergency & Remedial
Response

EXHIBITS

1. EPA Record of Decision for the Old Southington Landfill Superfund Site
2. Old Southington Landfill Site RD/RA Consent Decree

APPENDIX H

LIST OF MEMBERS OF SRSNE CUSTOMER GROUP

A.G. Miller Company, Inc.
Philips Automotive Electronics
A.W. Haydon Company
Acushnet Company Titleist and Foot-Joy Worldwide
Acushnet Company, Titleist Golf Division
Sunfish Laser, Inc., Escape Sailboat Co., LLC
Alcort Sailboats, Inc.
Alinabal, Inc. - Laminated Shim
Allied Metal Prod. Co.
Cytec Industries
American Cyanamid Co.
American Home Products Corp.
Adams Plastic
American Meter Co.
American Optical Co.
American Standard Inc.
C.F. Church
The Tonon Group, Inc.
Amesbury Metal Prod./Peter Gray/Robert Tonon
Westwood Corp.
ARCO Environmental Remediation, LLC
American Brass Co. (Waterbury, CT)
American Brass Co. (Ansonia, CT)
Anaconda
Atlantic Richfield Company
Anderson and Sons, Inc.
Arden Jewelry Manufacturing Co.
Armstrong Rubber Company
Pirelli Armstrong Tire Corp.
Pirelli Tire Corp.
Arrow Automotive Industries, Inc.
Arrow Armatures, Inc.
Autoswage Products, Inc.
Avery Dennison Corp.
Avery - Dennison Mfg. - Dennison Mfg. Co.
B.A. Ballou & Company
B.F. Goodrich
B.J. Tool Company, The
Ball & Socket Manufacturing Co., Inc.
Barden Corp.
Winsted Precision Ball Co.
Lacey Manufacturing Company
Bass Plating Co., The
Mestek, Inc.
Beacon Morris Corp.
Berlin Heat Treating Co., Inc.
Berol Corp.
Eagle Pencil Co., Inc.
BIC Corporation
Bird Incorporated
Bird & Sons
The Black & Decker Corp.
Emhart Corp.
Emhart Industries, Inc.
Emhart Industries, Inc. - Hardware Div.
American Hardware
P&F Corbin
Bailey Corp-USM Corp.
Akzo Nobel Inc.
Akzona Inc.
Brand Rex Co.
Branson Instrument Co.
Branson Ultrasonics Corp.
Bridgeport Metal Goods
Framatome Connectors USA Inc.
Burndy Corp.
Unisys Corp.
Burroughs Corp.
Wheeler Electric Co.
C. Cowles & Company
CBS Broadcasting Inc.
CBS Electronics
CBS Corp.
CBS Inc.
C.E. Bradley Laboratories, Inc.
Susan Bates, Inc.
C.J. Bates & Son
Coats & Clark Inc.
Moen Incorporated
Capewell Manufacturing Co.
Carris Reels, Inc.
Carris Reels of Connecticut, Inc.
Bridge Manufacturing Company
Chapman Machine Company
Newell Co.
Charles D. Burnes
Pfizer Inc.
Charles Pfizer & Co., Inc.
Amatek/Pfizer, Inc.
Conopco, Inc. d/b/a Chesebrough-Pond's Co.
Chromium Process Co.
Ciba Specialty Chemicals Corp.
Ciba-Geigy Corporation
Novartis Corporation
Hamblet & Hayes Co.
Circuit Wise, Inc.
Cly-Del Manufacturing Co., Inc.
Coltec Industries Inc.
Compo Industries/Pandel Bradford Div.
Contromatic Corporation/Quamco, Inc.
Cooper Industries, Inc.
New England Die Casting
Dano Electric
Pratt-Read Corporation
Cornwall & Paterson Co.

Costar-Morningstar
- Corning Costar
- Corning Incorporated

Dana Corporation - Superior Electric

Danaher Corp.
- Allen Mfg. Co.
- Jacobs Mfg. Co., The
- Moore Drop Forge

Dexter Corp.
- Chemical Coatings

Digital Equipment Corp.

E.I. du Pont deNemours and Company

Durham Manufacturing Company, The

E.A. Patten Company, The

Eastern Etching & Manufacturing Co., Inc.

Eastern Chem-Lac Corp.
- Eastern Lacquer Corp.

Electrolux Corporation

Espey Manufacturing Co.
- Saratoga Industries
- Espey Mfg. & Electronics Corp.

MHC Inc.
- Fenwall, Inc.

Carpin Manufacturing Inc.
- Ferrule Manufacturing Corp.

Technographics, Inc.
- Fitchburg Paper Company

The Fletcher-Terry Company

FLEXcon Company, Inc.

Gencorp Inc. - Bolta Products

General Chemical Corp.

General Motors Corp.
- Fisher Body Div.

Talley International Investment Corp.
- General Time Corporation

Gillette Company

Gould Electronics Inc.
- Gould Inc.
- Allied Control Co.
- Clevite Corporation

GTE Operations Support Incorporated
- GTE Sylvania, Wallmet East
- GTE Sylvania Inc.

H&H Screw Products Mfg. Co.

Hazen Paper Company

Carlyle Manufacturing Company, Inc.
- Heminway & Bartlett Mfg., Co., The
- Carlyle Industries Inc.
- Blumenthal/Lansing Co.

Hercules Incorporated

Hitchiner Manufacturing Co., Inc.
- Metal Casting Technology, Inc.

Holyoke Card & Paper Co.

Hoyt & Worthen Tanning Corp.

Hubbard-Hall Inc.
- Hubbard Hall Chemical Company

ICI Americas
- Polyvinyl Chemical Industries
- United Finish Co.

IMO Industries, Inc.
- Heim Company

Industrial Polymers & Chemicals, Inc.

Ingersoll-Rand Company
- Torrington Co., Special Products
- Fafnir Bearing
- Thomaston Spec. Tool

International Paper Company

Irving Tanning Co.
- Hartland Tanning

Preco Corp.
- Premoid Corp.

K.J. Quinn & Co., Inc.
- PRC International, Inc.
- Courtaulds Aerospace, Inc.

Kanthal Corp.
- Kanthal Special Alloys Corp.
- Kanthal Furnace Products, Inc.
- Kanthal Corp.

PPG Industries, Inc.
- PPG Architectural Finishes, Inc.
- Keeler and Long Incorporated

L.C. Doane Company

Philips Electronics
- Lakewood Metal Products

Larson Tool & Stamping Co.

Olig, Ltd.
- Lea Manufacturing Company

Leavens Manufacturing

Lewcott Corporation
- Lewcott Chem & Plastics
- Eli Sandman Co.

Lilly Industries, Inc.
- Lilly Varnish Co.
- Lilly Chemical Products
- Lilly Industrial Coatings, Inc.

Lindberg Corporation d/b/a Lindberg Heat Treating
- New England Metallurgical

Litton Industries, Inc.
- Decatone, Div. of Litton Ind.
- Winchester Electronics, Div. of Litton Sys.
- Decatone Prod.
- Streaters, Inc.

Lunquist Tool & Mfg. Co., Inc.

The Mead Corporation
- Morart Gravure Corporation

Hasboro, Inc.
- Milton Bradley Co.

Miniature Precision Bearing- MPB Corp.

Solutia Inc.
- Monsanto Company
- Monsanto Chemical

Napier Co.
RLJC, Inc.
The Bliss Group
Nashua Corporation
Parker Street Perforating Corp.
f/k/a National Perforating Corp.
New England Small Business Investment Company, Inc.
New England Tape Co.
Netco Extruded Plastics
The Newton-New Haven Company
Newton Industries of New Haven
Parker Hannifin Corporation
EIS Automotive Corp.
Persons Majestic Mfg.
Philipp Brothers Chemical
Pitney Bowes, Inc.
Dictaphone Corp.
Platt & Labonia Company
Plymouth Rubber Co., Inc.
Polaroid Corporation
BP Chemicals Inc. (BP America Inc.)
Prophylactic Brush
Raffi and Swanson Inc.
Raytheon Company
Raytheon Mfg.
Clariant Corporation
Reed Plastics
Akzo Nobel Coatings Inc.
Reliance Varnish Co.
Kraft Foods, Inc.
Kraft General Foods, Inc.
Sundown Vitamins
Rexall Chemical
Risdon-AMS (USA), Inc.
Risdon Corp.
Eyelet Specialty Co, Inc.
Risdon Manufacturing Company
Robertshaw Controls Co.- Milford Div.
Rock of Ages Corporation
Rock of Ages Capacitors
Rogers Corp.
Olivetti Office U.S.A.
Royal Business
Royal Typewriter Co., Inc.
Roytype
Royal McBee
Royal Screw Machine Products Company
Lockheed Martin Corporation
Sanders Associated, Inc.
Saltire Industrial, Inc.
Scovill Inc.
Scovill Mfg. Co.
Scovill Fasteners, Inc.
Secondary Products, Inc.
Wm Steinen Mfg. Co.
Sequa Corporation
Casco Products Corp.
Shell Chemical Company
Shell Oil Company
Sibley Company, The
Honeywell Inc., Skinner Valve Division
Sportsmen's Plastics, Inc.
American Annuity Group, Inc.
STI Group, Inc.
Sprague Technologies, Inc.
SPELCO, Inc.
Sprague Electric Co.
Stanadyne Automotive Corp.
Stanadyne Inc.
Summit Finishing Company, The
Superior Plating Company
Cornell-Dubilier Electronics, Inc.
Tobe Deutschmann Corporation
Technical Coatings Laboratory, Inc.
Tech Systems
Technicraft-Tech Systems
McCord Winn
Textron-J.H. Winn, Inc.
Tilotson Pearson Corp
Tillotson Rubber Co.
Atlas Corporation
Titeflex, Inc.
The Truesdale Company
Tyco International (US) Inc.
Tyco Labs
Ludlow Specialty Papers
U.S. Electrical Motors
Uncas Manufacturing Co.
C & K Components, Inc.
Unimax Switch Corporation
Brunswick Corporation
Union Hardware Division
Uniroyal Inc.
Naugatuck Footwear
U.S. Rubber Co.
Shoe Hardware
UNC Incorporated
United Nuclear Corp.
Timex Corporation
United States (U.S.) Time Corp.
Timex Enterprises, Inc.
Timex Products Corp.
Timex Sales Corporation
United Technologies Corp.-Hamilton Standard Div.
Hamilton Standard Div.
NSI, Inc.,
Norden Systems, Inc.
United Tool & Die Company, The
R.T. Vanderbilt Company, Inc.
Vanderbilt Chemical Corporation
Vulcan Electric Co.

W.E. Bassett Company, The
Barnes Group Inc.
    Wallace Barnes
    Associated Spring Corporation
    Barnes Group Inc.
Waterbury Companies, Inc.
    Talley Industries, Inc.
Westfield Coatings Corp., Inc.
    Westfield Chemical
CBS Corporation
    Westinghouse Electric Corporation
Westvaco Corporation
    U.S. Envelope
Weymouth Art Leather Co.
23 West Bacon Corp.
    Whiting & Davis Co., Inc.
Whittaker Corporation
    Chemical Products Corporation
    CPL Corporation
    C.W. Haynes Laboratories, Inc.
Worcester Chemical Distr. Corp.
Cartec, Inc.
    Worcester Taper Pin
Wright Line, Inc.

*All Parties listed are SRS Customer Group Members.
Parties are grouped together for comparison to
EPA's original volumetric ranklist of Related Parties

OLD SOUTHINGTON LANDFILL SITE, STATEMENT OF WORK FOR REMEDIAL DESIGN/REMEDIAL ACTION and SUPPLEMENTAL GROUNDWATER INVESTIGATION and AMENDED FEASIBILITY STUDY

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ATTACHMENTS

OLD SOUTHINGTON LANDFILL SITE, STATEMENT OF WORK FOR REMEDIAL DESIGN/REMEDIAL ACTION and SUPPLEMENTAL GROUNDWATER INVESTIGATION AND AMENDED FEASIBILITY STUDY

I. INTRODUCTION AND PURPOSE

This Remedial Design/Remedial Action (RD/RA) and Supplemental Groundwater Investigation (SGI) and Amended Feasibility Study (AFS) Statement of Work (SOW) defines the response activities and deliverable obligations that the Performing Settling Defendants are obligated to perform in order to implement the work required under the Consent Decree (CD) at the Old Southington Landfill in Southington, Connecticut (the "Site"). The activities described in this SOW are based upon the United States Environmental Protection Agency (EPA) Record of Decision (ROD) for an Interim Remedial Action for Limited Source Control for the Site signed by the Regional Administrator, Region I, on September 22, 1994. The SGI SOW is detailed in Attachment A of this RD/RA SOW. The SOWs incorporate the ROD by reference.

II. DEFINITIONS

"**Approval**" EPA "Approval" of future studies, Remedial Design, and Remedial Action contractors, plans, specifications, processes, and other submittals within the context of this SOW is administrative in nature to allow the Performing Settling Defendants to proceed to the next step. It does not imply any warranty of performance or that the remedy, when constructed, will meet performance standards or will function properly.

"**Site**" shall mean the Old Southington Landfill Superfund Site, encompassing approximately 11 acres, located along Old Turnpike Road in Southington, Hartford County, Connecticut and depicted generally on the map attached (to the Consent Decree) as Appendix G.

"**Study Area**" shall be defined as the Site, including long-term monitoring wells and/or points and any other off-Site areas impacted by Site-related contamination.

"Landfill" shall be defined as the contiguous area that received municipal, commercial, and industrial waste. The delineation of the Landfill is shown on various drawings contained in the Remedial Investigation Report, dated December 1993, and as may be further delineated in the Remedial Design Report.

"Hot Spot" shall be defined as visually discrete materials A and B found in Semi-Solid Disposal Area 1 (SSDA1) along with an approximate two-foot buffer zone around these materials. **"Discrete material A"** is defined as a white, putty-like material, and **"discrete material B"** is defined as a thick, brown, grease-like material. These two distinct materials are estimated to be present in a volume of approximately 500 to 1,100 cubic yards.

"Days" are defined as calendar days.

"SCRA" shall mean Interim Remedial Action for Limited Source Control as defined in the Record of Decision dated September 1994.

"Design" shall mean an identification of the technology and its performance and operational specifications, in accordance with all applicable federal, state, and local laws, as identified in the Remedial Investigation/Feasibility Study (RI/FS) Reports for the Site, including, but not limited to:

1. all computations used to size units or components, determine the appropriateness of technologies, and the projected effectiveness of the Source Control Remedial Action (SCRA);

2. materials handling and system layouts for any necessary excavation and/or treatment of soils or waste, extraction and/or treatment of surface water, groundwater, or landfill gas, materials handling and disposal of on-Site structures, and, possibly decontamination and demolition of facilities to include size and location of units, treatment rates, location of electrical equipment and pipelines, and treatment of effluent disposal or discharge areas to implement the SCRA;

3. scale drawings of all system layouts and cross-sections identified above, including but not limited to excavations (e.g., Landfill and Black Pond), the hot spot disposal cell, landfill caps, and well cross-sections;

4. quantitative analysis demonstrating the anticipated effectiveness of the Remedial Design for the SCRA to achieve the Performance Standards required by the ROD;

5. technical specifications which detail the following:

   a. size and type of each major component of the SCRA; and

   b. required performance criteria of each major component of the SCRA;

6. description of the extent of environmental monitoring including equipment, monitoring locations, data handling procedures; and

7. description of access, land easements, and/or other institutional controls required to be supplied with the construction plans and specifications.

III. SELECTED REMEDY

The Record of Decision (ROD), dated September 1994, describes the following Remedial Action (RA) for the Site as specified in Section X of that document. Consistent with the ROD, equal or more effective measures may be considered and may be incorporated into the Remedial Design (RD) for any of the components of the selected remedy for limited source control. Listed below are the components of the selected remedy for limited source control (also referred to herein as the SCRA):

A. Relocation of People and Removal of all Residential and Commercial Structures from the Landfill

All on-Site residents and businesses must be permanently relocated off Site prior to construction activities. All residential and commercial structures must be permanently removed from the Landfill prior to the completion of construction. As part of the RD, the Performing Settling Defendants shall include the procedures for the removal of these structures including: off-Site disposal/recycling requirements, on-Site disposal requirements for demolition debris; plans to handle special wastes, plans to remove, if appropriate, the foundations; and plans for backfilling and grading of each site containing a structure(s) to be removed prior to capping.

B. Excavation and Consolidation of Discrete Semi-Solid Materials in Semi-Solid Disposal Area 1 (SSDA1) into a Lined Cell on Site

Unless an equal or more effective excavation and disposal remedy is designed in the RD as discussed in Section IV D, semi-solid discrete materials A and B (estimated to be 500 to 1,100 cubic yards) found in SSDA1 along with a two-foot buffer zone around these materials will be excavated and consolidated into a lined cell. This cell will be placed a minimum of two feet above the seasonal high water table and located somewhere in the southern portion of the Landfill beneath the RCRA subtitle C cap. The cell will be constructed to contain this material and prevent leachate percolation to the groundwater. Specific criteria for handling these materials and for construction of the cell are required to ensure the use of the most current methods and materials appropriate for the Site conditions.

C. Capping the Landfill

Unless an equal or more effective capping or excavation remedy is proposed in the RD as discussed in Section IV C, the northern residential portion of the Landfill (approximately 2.5 acres) will be capped with a single, low-permeability layer.

The southern commercial portion of the Landfill (approximately 10 acres) will be capped with a double, low-permeability layer which meets the performance standards of a RCRA Subtitle C cap.

Both caps, as well as their integration onto one another, are to be puncture resistant, to effectively and reliably prevent direct contact with the landfill waste, and to minimize infiltration of rainwater and snow melt into the landfill waste. The Performing Settling Defendants will develop detailed design criteria for the caps during remedial design to ensure the use of the most current materials and procedures appropriate for the specific conditions at the Site. These criteria will be subject to approval by EPA after reasonable opportunity for review and comment by the State. The caps will include provisions for gas collection and venting, and if necessary, treatment.

The Performing Settling Defendants are required to provide for maintenance of the caps once they have been completed to prevent damage to the lined cell and to prevent contact with the waste, and so that infiltration continues to be minimal, reducing leachate generation and facilitating dewatering of the Landfill for that portion of the Landfill above the water table.

D. Landfill Gas Collection and Treatment System

A landfill gas collection system which can accommodate passive venting and/or active collection and treatment will be incorporated in the RD to meet the objective for optimizing the prevention of landfill gas migration from the Landfill. A Landfill gas pilot study may be conducted during Predesign to determine which landfill gas collection system meets this objective. After review of the data collected during pilot testing or data collected from the installed gas collection system, EPA in consultation with CT DEP, CT Department of Public Health (CT DPH), and the Agency for Toxic Substances and Disease Registry (ATSDR) will determine the type and extent of system(s) that will be implemented at the Site. EPA reserves the right to select a more conservative system consistent with ARARs any time it determines that there is an unacceptable risk to the nearby community.

E. Long-Term Monitoring Plan

A long-term monitoring plan for groundwater, landfill gas, surface water, and sediment is required to monitor the effectiveness of the selected remedy for limited source control to ensure that: the SCRA does not adversely impact Black Pond or downgradient wetland areas during or following the completion of construction, and to identify further potential impacts to public health and the environment.

F. Institutional Controls

Institutional controls will be evaluated in the RD, and additional institutional controls will be implemented as determined to be necessary by EPA to prevent current or future use of contaminated groundwater and to assure the integrity of the caps and associated systems by limiting future activities on the Landfill. Thus, the Performing Settling Defendants are required to develop a Site Security Plan to control future Site access and use.

As stated in the ROD Responsiveness Summary, access restriction to the southern portion of the Landfill is warranted and can be accomplished in a number of ways which may include a number of different styles of fences or other types of barriers with or without warning signs. The northern portion of the Landfill is however conducive to passive recreation, such as a park with flowers and benches. Given that the local residents have shown a desire to see the northern portion of the

Landfill be developed into a passive recreation area. EPA encourages the Performing Settling Defendants to develop it as such.

G. Five Year Reviews

As provided in the NCP, EPA will review the Site at least once every five years after the initiation of the SCRA since hazardous substances, pollutants and contaminants remain at the Site. This will ensure that the selected remedy for limited source control continues to protect human health and the environment. The Performing Settling Defendants shall comply with the provisions of Section VII of the Consent Decree in performing each periodic review.

H. Supplemental Groundwater Studies

Concurrent with the implementation of the selected remedy for limited source control (i.e., components A through G listed above), additional groundwater studies (i.e., Supplemental Groundwater Investigation) are required to further define the plume migrating from the Landfill. In addition, impacts that may be caused by the Site plume on natural resource areas will also be studied, if determined by EPA to be necessary.

Upon completion of these studies, and after sufficient long-term groundwater monitoring data has been collected, an amended Feasibility Study (AFS) will be developed and prepared by the Performing Settling Defendants to evaluate a range of groundwater remedial alternatives that will address groundwater contamination on and off Site. EPA, in consultation with the State, will determine when sufficient long-term monitoring data has been collected and when the AFS will start. The Supplemental Groundwater Investigation shall be conducted according to the SGI SOW presented in Attachment A. Upon completion of this AFS, a Proposed Plan will be issued for public comment, followed by a final ROD.

IV. PERFORMANCE STANDARDS

This remedy is a limited source control remedy where numerical groundwater cleanup levels have not been established. However, the combination of capping and associated source control measures provided in this remedy must minimize precipitation and surface water runoff from the Landfill from migrating through the waste materials to degrade groundwater. The cap will also minimize surface runoff water from

contacting waste materials within the Landfill, thereby protecting area surface water quality from adverse long-term impacts from the Landfill. This section presents the overall performance standard for the limited source control remedy and performance standards for individual components of the remedy. Through groundwater monitoring and direct site inspections, the effectiveness of the SCRA will be evaluated over time.

The Performing Settling Defendants shall design, construct, operate, monitor, and maintain the limited source control remedy in compliance with all statutes and regulations identified in Section XI of the ROD, and all requirements of the CD and this SOW. The Performance Standards are incorporated herein by reference.

As more specifically set out below, the Performing Settling Defendants shall achieve the following Performance Standards for the limited source control remedy:

A. Overall Performance Standard for the Limited Source Control Remedy

The combination of the cap and associated source control components provided in this limited source control remedy must minimize precipitation and other surface water from migrating through the Landfill and further degrading groundwater and surface water quality.

B Performance Standards for Removal of Residential and Commercial Structures from the Landfill

All residents and businesses at the following addresses must be permanently relocated off Site prior to commencing implementation of the SCRA:

Residents:

Mr and Mrs. Mark Simone
101 Rejean Road
Plantsville, CT 06479

Morrill and Laurie Barnes
413 Old Turnpike Road
Plantsville, CT 06479

Businesses:

Richard Vaillancourt
R.V. and Sons Welding
455 Old Turnpike Road
Plantsville, CT 06479

Paul Pawlak
Northeast Machine
477 Old Turnpike Road
Plantsville, CT 06479

Frank Chiovoloni
Southington Metal Fabrication (3 buildings)
597 Old Turnpike Road
Plantsville, CT 06479

Jim Guest, Manager
Solomon Casket Company
601 Old Turnpike Road
Plantsville, CT 06479

EPA will assist the Performing Settling Defendants, as required, in relocating the above residents and businesses to allow commencement of implementation of the SCRA. Delays in performance by the Performing Settling Defendants caused by delays in relocating the above residents and businesses will not be cause for invoking Stipulated Penalties. The RA schedule milestone, to which Stipulated Penalties apply, will only be established once all residents and businesses at the above addresses have been relocated. The establishment of the RA schedule and milestone also will account for seasonal construction limitations.

EPA also may assist the Performing Settling Defendants, as necessary, in obtaining ownership of those portions of the Meriden Box Company property located at 497 Old Turnpike Road, Southington, Connecticut necessary to complete the SCRA, and in securing alternate access for the Meriden Box Company for the remainder of the Meriden Box Company property. EPA also may assist the Performing Settling Defendants as necessary, in obtaining ownership of the Lash

Trust property located at the rear lot, 497 Old Turnpike Road, to complete the SCRA. Delays in performance by the Performing Settling Defendants, caused by delays in obtaining ownership of the Lash Trust property, the necessary portions of the Meriden Box Company property, or delays in securing alternate access to the remainder of the Meriden Box Company property, will not be cause for invoking Stipulated Penalties, and will be accounted for in establishing the RA schedule and milestone.

The RD will specify the procedures for the removal of the vacant structures to meet the following performance standards:

1. Waste materials in all buildings, if any, will be removed in accordance with all applicable federal, state, and local laws prior to demolition of the buildings

2. Services (i.e., water, sewer, gas, and phone) to all buildings requiring removal will be disconnected and abandoned in accordance with local standards prior to demolition of the buildings. The RD will identify measures which will be completed to minimize the services and associated backfill materials from acting as pathways for landfill gas migration from the Landfill

3. Building contents and materials which are salvageable and for which there is a market at the time of building demolition will be recycled in accordance with applicable law.

4. The remaining building demolition materials (demolition debris) may be disposed of off Site in accordance with all applicable federal, state, and local laws, or used as co-dispose fill for pregrading for the landfill caps. If used for pregrading for the landfill caps, the demolition debris will be co-disposed and compacted with soil fill materials such that voids in the co-dispose fill are minimized and will not compromise the integrity of the base for the landfill caps

5. Foundations, floor slabs, and paved areas which are above the design grades for the base layer of the landfill caps will be removed to the design grades of the base layer and disposed of as described above for demolition debris.

6. Floor slabs and paved areas which are within the limits of the landfill cap and below the design grades for the base layer of the landfill caps, will be fractured to minimize the

potential for mounding of surface water infiltration on the floor slabs and paved areas, such that the integrity of the landfill caps is not compromised, and will be left in place.

7. Areas requiring backfill following removal of foundations, floor slabs, or paved areas will be filled and compacted to the performance standards for pregrading of the Landfill.

8. The schedule for removal of the residential and commercial structures may allow for temporary use of such structures (i.e., for laydown, storage, and support areas) during implementation of the SCRA, provided that such temporary use will not adversely impact the schedule for completion of the SCRA.

C. Performance Standards for the Landfill Caps

1. Northern Cap:

At their option, the Performing Settling Defendants may perform additional Predesign investigations (i.e., test pits and test trenches) to visually refine the areal and vertical limits of the northern portion of the Landfill, the depth to groundwater, and the visual composition of the waste materials. Based on the findings of the Predesign investigations, the Performing Settling Defendants may evaluate the feasibility of excavating some or all of the northern portion of the Landfill and using the excavated materials as pregrade fill for the southern portion of the Landfill. Restoration of the northern portion of the Landfill may then consist of a permeable vegetated soil cover if the excavation is above the water table (suitable for recreation or park-like site usage), a stormwater retention basin and/or an expanded wetlands if the excavation is near the water table, or an expanded pond if additional excavation is feasible and the excavated material can be used as pregrade fill for the southern portion of the Landfill. Such alternatives may be evaluated by the Performing Settling Defendants during the Predesign phase, and a proposed remedial action for the northern portion of the Landfill would be outlined in the Predesign Report. The proposed alternative remedial action in the northern portion of the Landfill would be described in sufficient detail to support the EPA administrative process. Any excavation, consolidation, and capping alternative to the single barrier cap selected in the ROD as the limited source control remedy for the northern portion of the Landfill would be subject to approval by EPA, after consultation with CT DEP. EPA may issue an ESD or Amended ROD regarding any change in capping the northern portion of the Landfill. Upon EPA's determination of an alternate remedy for the northern portion

of the Landfill, such approved alternate remedy would be incorporated in the RD in lieu of the single barrier cap for the northern portion of the Landfill.

For the northern residential portion of the Landfill, if a landfill cap is retained as the limited source control remedy, the landfill cap shall be designed, constructed, operated, and maintained to meet the performance standards described below.

The landfill cap in the northern portion of the Landfill will include a single low-permeability layer cap. This cap will be puncture resistant and will effectively and reliably prevent direct contact with landfill waste. This cap will also reduce infiltration of precipitation or other surface water sources into the landfill waste.

The single barrier low permeability cap for the northern portion of the Landfill will include a base layer, a gas-venting system if necessary, a low permeability barrier layer, possibly a drainage layer, and a vegetative cover layer. The low-permeability barrier layer may consist of an 18-inch thick low-permeability soil layer, geocomposite, or a synthetic liner, having a hydraulic conductivity less than or equal to 1×10^{-5} cm/sec. A separate drainage layer above the low-permeability soil layer may not be required so long as excessive hydraulic head (greater than 1 foot) does not accumulate on the low-permeability soil layer [as determined by using a computer model such as the EPA Hydrogeologic Evaluation of Landfill Performance (HELP) Model]. All other requirements for capping will be similar to the requirements for the southern portion of the Landfill, including stormwater controls and final cover slopes.

a. General Performance Standards. The single barrier low permeability north landfill cap system shall

i minimize the percolation of water through the final cover system into the Landfill to achieve a hydraulic conductivity of less than or equal to 10^{-5} cm/sec.

ii promote positive drainage of precipitation.

iii prevent off-Site surface water run on to the Landfill;

iv. minimize erosion of the final cover to two tons or less per acre per year (as determined by modelling using the Universal Soil Loss Equation);

v. minimize degradation of surface water quality during pond excavation, capping, and other construction activities and minimize increase in peak flow from surface runoff;

vi. optimize the prevention of landfill gas migration from the Landfill through the venting and control of landfill gas;

vii. ensure isolation of landfill wastes from human contact and surface water runoff; and

viii. accommodate settling and subsidence of the Landfill such that the above performance standards will continue to be met.

b. General Design Standards. The final cover system shall:

i. preferably have a final top slope of not less than 3% post settlement and side slopes no greater than 3 horizontal to 1 vertical;

ii. be constructed of materials that are compatible with gases expected to be generated, and the physical, chemical, and environmental stresses expected to be encountered;

iii be constructed so as to minimize erosion of all layers of the final cover, including the selection and establishment of appropriate vegetation and use of terraces or other appropriate stormwater controls;

iv be constructed such that clay, if and when used in the final cover as the low permeability layer, is protected from the effects of frost;

v be constructed such that the geocomposite or synthetic liner, if and when used in the final cover as the low permeability layer, is protected from the effects of frost if deemed technically necessary by EPA, and is covered

by a sufficient depth of cover soil to protect the low permeability layer and support vegetative growth.

vi. be constructed such that the gas venting system will optimize the prevention of landfill gas migration from the Landfill and adequately transmit the maximum volume of landfill gas expected to be generated during the life of the Landfill to a treatment system.

2. Southern Cap:

For the southern portion of the Landfill, the landfill cap shall be designed, constructed, operated, and maintained to meet the performance requirements of the Resource Conservation and Recovery Act ("RCRA") Subtitle C regulations, including, but not limited to 40 C.F.R. Part 264.19, 264.117, 264.310, and 264.111. The cap will also meet all applicable regulations of the Connecticut Department of Environmental Protection including Hazardous Waste Management Regulations RSCA 22a-449(c)-100-110. The cap shall also be designed to meet the requirements of the following EPA technical guidance document: "Construction Quality Management for Remedial Action and Remedial Design Waste Containment Systems" (EPA/540/R-92/073, October 1992) or latest edition. The landfill cap shall meet the following general performance standards and general design standards:

a. General Performance Standards. The final Subtitle C Cap system shall:

i. minimize the percolation of water through the final cover system into the Landfill to achieve a hydraulic conductivity of less than or equal to 1×10^{-5} cm sec^{-1};

ii promote positive drainage of precipitation off of the Landfill;

iii prevent off-Site surface water run on to the Landfill;

iv minimize erosion of the final cover to two tons or less per acre per year (as determined by modelling using the Universal Soil Loss Equation);

v. minimize degradation of surface water quality during pond excavation, capping, and other construction activities and minimize increase in peak flow from surface runoff;

vi. facilitate the venting and control of landfill gas;

vii. ensure isolation of landfill wastes from human contact and surface water runoff; and

viii. accommodate settling and subsidence of the Landfill such that the above performance standards will continue to be met.

b. General Design Standards. The Subtitle C multi-layer cap system shall achieve the following minimum requirements:

i. A base layer where required to support or protect the integrity of the cap, shall be comprised of approximately 6 inches of permeable fill material. This material will establish the landfill base grade on the top and sides of the Landfill. Fill must be permeable enough to allow gases to migrate into the gas venting system, but not contain rocks/stones, etc. larger than two inches. Where a base layer is not required, a suitable base will be established to protect the integrity of the cap.

ii. A gas venting system that will adequately transmit the maximum volume of landfill gas expected to be generated during the life of the Landfill closure to minimize off-Site migration. The gas venting system will be composed of 12 inches of sand with a permeability of at least 10^{-2} cm/sec (a portion of the 12 inch layer may consist of the initial 6-inch base layer), a geonet with equivalent transmissivity, or a series of gas collection trenches, vents, and or wells.

iii. A geo-textile fabric over the gas venting system, if considered necessary by EPA, to prevent migration of fines and clogging of the gas venting system.

iv. A bottom low hydraulic conductivity layer to reduce any potential leakage through the upper low hydraulic conductivity layer located immediately above this layer, as discussed below. The bottom low hydraulic conductivity layer shall have a hydraulic conductivity less than or equal to 1 X 10^{-7} cm/sec. It may be clay or a manufactured clay-like material added to a fine grain soil, with a thickness of at least 18 inches. On slopes no greater than 4 horizontal to 1 vertical, this bottom layer may consist of a bentonite geo-composite mat (manufactured clay layer). Manufactured clay substitutes may be placed on steeper slopes (if present) where an acceptable factor of safety for slope stability can be demonstrated by laboratory testing of the actual materials proposed for construction and associated slope stability calculations.

v. The upper low hydraulic conductivity layer will be a synthetic membrane barrier. This will be the main barrier for minimizing water from infiltrating through the Landfill. This synthetic barrier will be either a 40 mil (.04 inch) Linear Low-Density Polyethylene (LLDPE) plastic membrane or a 60-mil (.06 inch) High-Density Polyethylene (HDPE) plastic membrane.

vi. A minimum of a 12-inch thick drainage layer will be placed above the synthetic barrier to allow water to drain off the synthetic barrier and to minimize the ponding of water over the synthetic barrier. This layer will consist of a sand or sand and gravel mix, no coarser than 3/8 inch, and a minimum hydraulic conductivity of 1 x 10^{-2} cm/sec. The depth and hydraulic conductivity of this drainage layer may need to be adjusted based on modelling using a computer model such as the HELP model, to maintain a hydraulic head of less than 12 inches on the synthetic barrier layer.

vii A synthetic material which meets the performance standards required of the drainage layer may be proposed during the design phase and subject to EPA approval in consultation with CT DEP.

viii. A Non-woven filter fabric layer or granular layer shall be installed between the drainage layer and the vegetative layer to minimize fill material clogging the drainage layer, if technically necessary.

ix. The top layer of the cap is a vegetative soil layer comprised of 18 inches of subsoil and 6 inches of topsoil (a portion of the 18-inch subsoil layer may consist of the 12-inch drainage layer). This layer, 24 inches in total thickness, will provide frost protection and minimize erosion by facilitating vegetative growth on the cap. The top layer shall (i) provide adequate frost protection; (ii) provide adequate water holding capacity to attenuate rainfall infiltration to the drainage layer and to sustain vegetation through dry periods; and (iii) minimize long-term erosion losses to less than two tons per acre per year (as determined by modelling using the Universal Soil Loss Equation). Deep rooted plants that could damage the drainage and barrier layers will not be allowed to grow on the cover.

x. Either geo-grid or crushed stone may be utilized in place of vegetation in areas where stability proves to be an engineering concern because of excessive side slopes.

xi. Surface water drainage controls will be constructed to minimize erosion of the cap, prevent run-on of surface water onto the Landfill and attenuate post construction increases in peak runoff, thereby minimizing degradation of surface water quality from adverse long-term impacts from the Landfill. Drainage controls will, at a minimum, include perimeter swales ringing the Landfill and a stormwater sedimentation/detention basin. The perimeter swales will consist of bermed soil with appropriate lining (i.e., a crushed stone bed or vegetation) to minimize turbidity in surface water flow. The perimeter swales will drain to channel runoff away from the Landfill. Given the close proximity of the off-Site residents and businesses to Black Pond and the Landfill, the storm water management system should at a minimum be designed based on a 24-hour, 100 year storm event, and should include a stormwater sedimentation detention basin.

Equal or more effective capping configurations and designs will be considered. However, all proposed deviations from the specified configuration of the landfill cap must be fully documented in detail. The proposed deviations must explicitly address how equivalent or superior cap performance will result.

D. Performance Standards for the Hot Spot Soil Excavation and Containment

At their option and with EPA approval, the Performing Settling Defendants may perform additional visual delineation of the SSDA1 discrete materials by test pits and test trenches, and collect additional samples of the SSDA1 discrete materials for characterization for off-Site disposal, during the Predesign investigations. Based on the findings of the Predesign investigations, the Performing Settling Defendants may evaluate the feasibility of off-Site disposal of the SSDA1 discrete materials. Any proposed alternative hot spot containment, removal, or treatment systems for hot spot soil or waste must be evaluated following EPA's nine criteria. If EPA approves that SSDA1 discrete materials may be disposed of off-Site, such disposal shall be in accordance with all applicable federal and state laws. The two-foot buffer zone will also be excavated with the discrete material.

In designing the containment system, if an on-Site containment system is retained as the remedial action for SSDA1, the Performing Settling Defendants shall consider the following: Minimum Technology Guidance on Double Liner Systems for Landfills and Surface Impoundments-Design, Construction and Operation (EPA 530-SW-84-014); and Regulations for Hazardous Waste Landfills (40 CFR § 264.301). The containment system shall be designed and constructed to minimize the migration of contamination from the excavated SSDA1 area and two-foot buffer zone, and thereby minimize further degrading of the groundwater and surface water. The containment system shall meet the following performance standards and general design standards:

1. The containment system shall be constructed a minimum of two feet above the seasonal high watertable and beneath the RCRA C cap.

2. The base of the containment system will consist of an impermeable liner (i.e., 60-mil HDPE) and an appropriate accompanying soil base layer beneath the liner to protect the liner.

3. The impermeable liner will be designed to allow for the long-term monitoring and removal of leachate.

4. The containment system shall have a stable foundation and be able to support the layers of the waste material and cap above it. The SSDA1 material may need to be stabilized, and the respective tests need to be specified.

5. The containment system liner material shall be compatible with the contaminants from SSDA1. The containment system shall minimize the SSDA1 contaminants from migrating beyond the area of containment and further degrading groundwater or surface water.

In the event that EPA determines that the design or implementation of the soil containment system does not meet the performance standards of this Section, the Performing Settling Defendants shall implement all modifications and adjustments to the containment system as directed by EPA in accordance with this SOW.

In excavating the SSDA1 discrete materials, the Performing Settling Defendants shall excavate the materials, which includes a two-foot buffer zone around these materials, using procedures which will not result in unacceptable health risks to residents and nearby workers. The excavation shall meet the following performance standards and general design standards:

1. The SSDA1 discrete materials shall be excavated until there is no further visual evidence of the discrete material.

2. The remedial design will specify procedures for dewatering of the excavated materials prior to placement in the lined containment system, as appropriate.

3. Any water removed during excavation activities will be managed in accordance with appropriate federal, state, and local regulations as specified in the RD.

E. Performance Standards for Discharges to Surface Water

A soil erosion and sediment control plan for remedial construction will be developed in the RD, and implemented during remedial construction. The soil erosion and sediment control plan will be designed to meet the guidance provided in "Connecticut Guidelines for Soil Erosion and

Sediment Control". Discharges from the surface water controls associated with the remedy will minimize sediment loading to the receiving surface waters.

Stormwater management features will be incorporated with the permanent surface water controls to meet state and local requirements and to minimize increases, if any, in surface water discharges from the landfill cap prior to discharge to Black Pond and associated influent and effluent streams. Any changes in surface water elevations in Black Pond due to the cap or its construction must not adversely impact Black Pond itself, associated wetlands, or neighboring properties.

F. Performance Standards for Gas Collection and Emissions to Air

The gas collection system which shall be installed for the Landfill will include passive venting, or active collection, and treatment of the landfill gas if necessary. The objective of the gas collection system will be to optimize the prevention of landfill gas migration from the Landfill. During and following completion of construction of the landfill caps, the landfill gas will be monitored in accordance with the Long-Term Environmental Monitoring Program. Upon review of the monitoring results, EPA in consultation with CT DEP, ATSDR, and CT DPH, will determine the type and extent of system(s) that will be implemented at the Site. EPA reserves the right to select a more conservative system consistent with ARARs any time it determines that there is an unacceptable risk to the nearby community.

The gas collection system shall meet the following performance standards and general design standards:

1. The design must take into consideration the possibility that the proposed landfill cap may cause lateral migration of landfill gas.

2. The landfill gas collection system which can accommodate passive venting and/or active collection and treatment will be designed to optimize the prevention of landfill gas migration from the Landfill. An active treatment system will also be carried through the 30% Design. The implementation of the active treatment system will be evaluated following completion of construction of the landfill caps.

3. Analytical monitoring of gaseous contaminants will be conducted at exit points for individual vents in the gas collection system and also at ambient air exposure points for protection of public health both within and along the outside perimeter of the Landfill.

4. If required, the gas collection and treatment system will be constructed in such a manner as to mitigate the potential for both on-and off-Site fire and explosions, as well as, unsafe exposure to landfill gas.

5. The release of air contaminants from the Landfill and any associated landfill gas processing facilities will be controlled, as necessary, to ensure compliance with Section 22a-174-24 and Section 22a-174-29 and 22a-174-3 of the "Regulations of the Connecticut Department of Environmental Protection Concerning Abatement of Air Pollution." Compliance with the "Ambient Air Quality Standards" and "Hazard Limiting Values" listed in these regulations will be demonstrated through the application of atmospheric dispersion models which relate air contaminant releases with ambient air quality concentrations. The atmospheric dispersion modeling approach will be consistent with the U.S. EPA guidance documents:

   - Guideline on Air Quality Models (Revised), 2/93

   - Air/Superfund National Technical Guidance Study Series, Volumes I-IV

6 A modeling protocol will be prepared to document the approach and data inputs prior to initiating the modeling study

7. The point of compliance for ambient air, consistent with the NCP, shall be the point(s) of the maximum exposed individual, considering reasonably expected use of the Site and surrounding area. The maximum exposed individuals include: (1) adjacent residents; (2) adjacent industrial operation and maintenance personnel; and (3) future on-Site operation and maintenance workers (with due consideration that a Health and Safety Plan will be developed for the on-Site workers). The landfill gas collection and, if necessary, treatment system or any releases to the ambient air resulting from any component of this source control remedy, must not result in an unacceptable risk of exposure to the maximum exposed individuals. Performing Settling Defendants shall demonstrate that any release

to the ambient air will comply with the federal and state air ARARs as defined in the ROD.

G. Performance Standards for Institutional Controls

In accordance with paragraphs 29 and 30 of the Consent Decree, environmental land use restrictions in accordance with RCSA 22a-133q-1 may be required at the Site under Connecticut's remediation standard regulations. Institutional controls shall ensure the long-term integrity of all the components of this remedy. Deed restrictions and/or other controls shall prohibit any activity at the Site which will interfere with or compromise the landfill cap, its related systems, the hot spot containment system, the existing and future landfill gas collection or, if necessary, treatment system, or any other component of this limited source control remedy. Such controls shall also be provided for EPA approval prior to the commencement of any future activities at the Landfill which may impact the landfill cap, its related systems, the hot spot containment system, or any other component of this limited source control remedy.

H. Performance Standards for Excavation of Waste from Black Pond

As a component of the limited source control remedy, waste in Black Pond will be excavated and placed beneath the Southern landfill cap(s). During excavation and removal of the waste, mitigation measures shall be used such that air emissions, if any, shall be in compliance with the ARARs. Removal of the waste from Black Pond shall meet the following performance standards and general design standards:

1. Excavation of waste shall not adversely impact the existing water quality of the adjacent surface water body.

2. During excavation and removal of the waste, mitigative measures shall be used to minimize increases in turbidity, color or degradation of other surface water quality parameters by suspension of particulate matter, and erosion or runoff. At a minimum, guidance provided in "Connecticut Guidelines for Soil Erosion and Sediment Control" shall be adhered to. Water drained from excavated waste shall not be allowed to discharge back into the surface water body.

3. Waste shall be excavated from Black Pond until there is no further visual evidence of waste in the excavated materials.

4. Equipment used in excavation and soil/sediment movement operations shall not result in the introduction of contaminants through the release of hydraulic fluids, fuel, cross contamination, etc.

V. LONG-TERM ENVIRONMENTAL MONITORING PROGRAM

A long-term environmental monitoring plan for groundwater, landfill gas, surface water, and sediment is required to monitor and evaluate the effectiveness of the selected remedy for limited source control and also to monitor potential impacts to public health and the environment. The Draft Long-Term Environmental Monitoring Plan will be submitted with the 30% Design.

The environmental monitoring program will include the installation of groundwater monitoring and soil gas monitoring wells around the entire Landfill. Periodic surface water and sediment monitoring of Black Pond and wetlands just west of Old Turnpike Road will also be conducted.

The long-term environmental monitoring program includes those groundwater, air, surface water, and sediment monitoring activities which may begin prior to or during remedy construction and which continue beyond completion of construction activities. Additional monitoring activities which are solely related to design and construction work will be identified and detailed in the Predesign Work Plan and RA Project Operations Plan (POP).

A Groundwater Monitoring

The long-term monitoring plan for groundwater will include an appropriate number of monitoring wells around the entire area of the Landfill. The number and location of wells, sampling frequency, and parameters to be analyzed will be developed and implemented during Predesign in order to allow the collection and evaluation of groundwater monitoring data before, during, and after construction of the landfill caps.

Sufficient analytical data will be gathered from the groundwater monitoring wells of appropriate data quality to allow EPA to evaluate the effectiveness of the selected remedy for limited source

control in reducing Landfill-related contamination of groundwater. Data will be of appropriate quality to support risk assessment determinations. Analytical methods and associated data quality objectives will be consistent with EPA Region I requirements. Analytical methods and associated data quality will also be consistent with those utilized in the long-term monitoring program component of the Supplemental Groundwater Investigation.

B. Soil Gas and Air Monitoring

As part of the overall environmental monitoring program, air monitoring programs will be implemented both during and after the completion of landfill cap construction. Monitoring of landfill gas will consist of a number of monitoring probes/stations around the entire perimeter of the Landfill.

During remediation activities and for at least one month after completion of such remediation, monitoring of pressures and methane concentrations are to be performed at monitoring locations along the outside of the landfill cap boundary as presented in the environmental monitoring program.

At a minimum, monthly monitoring is expected to continue for at least 1 year after remediation is complete before minimum quarterly monitoring may be permitted for year 2. At the end of the one year and upon review of the data, EPA in consultation with CT DEP, ATSDR, and CT DPH, will decide if quarterly monitoring is appropriate. At the end of year 2, and each year thereafter, EPA in consultation with the other agencies will decide if further reductions in the monitoring program are appropriate. Further, the long-term monitoring plan requires that locations of soil gas monitoring probes do not fill with water for more than one out of the 12 months per year. The monitoring plan will specify the monitoring equipment, the sensitivity requirements for the pressure instruments, and the requirements for measurement of water levels and barometric pressure.

Analytical monitoring of gaseous contaminants will be conducted at exit points for individual vents in the gas collection system and also at ambient air exposure points for protection of public health both within (if the public has unsecured access within the Landfill) and along the outside perimeter of the Landfill.

Sufficient analytical data of appropriate quality will be collected to effectively monitor contaminant migration in air and soil gas. Analytical data and methods will be of appropriate quality to support associated risk assessment determinations and will be consistent with EPA Region I requirements and guidance.

C. Surface Water and Sediments

Periodic surface water and sediment monitoring is also required in Black Pond and at the wetland area to the west of the Site. This monitoring will consist of visual observations supplemented by the collection of surface water and sediment samples, as considered necessary by EPA. Monitoring will be initiated during construction and will continue following completion of the remedial activities.

D. Environmental Monitoring Program Project Plans

Project plans detailing all aspects of the proposed environmental monitoring program must be prepared and submitted to EPA for review and approval prior to initiation of the monitoring program. Project plans to be submitted to EPA for review will include a Sampling and Analysis Plan (SAP) consisting of:

1. a Field Sampling and Analysis Plan (FSAP) and

2. a Quality Assurance Project Plan (QAPP).

It is the purpose of the SAP to ensure that all sampling and analysis activities performed during the environmental monitoring program are consistent with current EPA Region I guidance. The overall objectives of the sampling and analysis plan are as follows:

1. to document specific data quality objectives, procedures, and rationales for field work and sample analytical work;

2. to provide a mechanism for planning and approving field and laboratory activities;

3. to ensure that sampling and analysis activities are necessary and sufficient; and

4. to provide a common point of reference for all parties to ensure the comparability and compatibility of all objectives and of sampling and analysis activities.

The FSAP and QAPP will identify all environmental matrices to be sampled, the frequencies for sampling of the environmental matrices, all sampling methods, analytical methods, and all QA/QC activities, samples, and analytical parameters. The FSAP and QAPP will be prepared in accordance with EPA Region I requirements and guidance.

Consistent with the existing SAP, Performing Settling Defendants shall notify EPA four (4) weeks before initiation of each field sampling or monitoring activity, and shall also allow split, replicate, or duplicate samples to be taken by EPA, CT DEP (or their contractor personnel or other government agencies working with EPA), and by other parties approved by EPA. At the request of EPA or CT DEP, the Performing Settling Defendants shall provide these samples in appropriate containers to the government representatives. Identical procedures shall be used to collect the Performing Settling Defendants, EPA, and CT DEP samples unless otherwise specified by EPA or CT DEP.

In addition, the Performing Settling Defendants shall notify EPA (or the Agency's field representative), prior to implementing any changes to the approved Work Plan or SAP during field activities. EPA approval will be required prior to implementation of any such proposed changes.

E Field Sampling Plan (FSP)

The existing Field Sampling Plan (FSP) for this Site provides EPA and all parties involved with the collection and use of field data with a common written understanding of all fieldwork. Field activities proposed for the environmental monitoring program which are not addressed in the existing FSP, if any, will be described in appropriate detail, consistent with FSP guidance. The FSP and revisions and or amendments will be submitted to EPA for review and approval.

F Quality Assurance Project Plan (QAPP)

All environmental monitoring activities shall comply with the QAPP. All QAPP sampling and analysis objectives and procedures shall be consistent with EPA Requirements QAPP for Environmental Data Operations (EPA QA/R-5) and appropriate EPA handbooks, manuals, and guidelines including Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (EPA

Pub. SW-846, Third Edition, as amended by update 1) (Routine Analytical Services, RAS, should be used in lieu of Special Analytical Services when possible) and Guidelines Establishing Test Procedures for the Analysis of Pollutants (40 CFR, Part 136). The QAPP and revisions and/or amendments will be submitted to EPA for review and approval. All QAPP sampling and analysis objectives and procedures will also be consistent with current EPA Region I guidance.

The QA/QC procedures for any laboratory (both fixed and mobile) used during the environmental monitoring program shall be included in or with the Performing Settling Defendants QAPP. Laboratories proposed for use by the Performing Settling Defendants are subject to EPA approval and may be audited by EPA.

The Performing Settling Defendants are required to have all appropriate monitoring data validated by a person independent (of the laboratory) according to the Region I Laboratory Data Validation Functional Guidelines for Evaluating Organic Analyses and the Region I Laboratory Data Validation Functional Guidelines for Evaluating Inorganic Analyses (amended as necessary to account for the differences between the approved analytical methods for the project and the Contract Laboratory Procedures [CLP] procedures). Approved validation methods shall be contained in the QAPP or associated amendments.

G Deliverables

Electronic reporting of environmental measures is requested as a means of reducing costs and speeding review of critical information. The consultants for the Performing Settling Defendants can either use a software common to both CT DEP and EPA or utilize electronic format devised by EPA GIS specialists and available from Region I or from ATSDR.

Frequency of reporting of monitoring results will be established in the Long-Term Monitoring Plan. Reports will include tabulated data, analytical methods, and detection limits. Data will be presented in figures and graphs as appropriate. Where appropriate, the results of data validation will be included.

If EPA so determines, EPA approval of deadlines prior to entry of the Consent Decree may contain a statement that the work which has been conducted is consistent with the National Contingency Plan.

VI. INITIAL REMEDIAL STEPS PHASE

The Initial Remedial Steps Phase will precede the Predesign and Design Phases respectively and will consist of the following requirements:

A. Project Manager

Pursuant to Section XII of the Consent Decree and as discussed below, the Performing Settling Defendants shall choose a qualified Project Manager to direct and supervise the Work. The Performing Settling Defendants' Project Manager shall be responsible for coordinating, managing, and implementing all work to be performed by the Performing Settling Defendants under the Consent Decree. The duties of the Performing Settling Defendants' Project Manager shall include:

1. developing and maintaining an overall "project plan/project schedule";

2. setting up and coordinating monthly progress meetings; and

3. preparing the monthly status reports.

B. Supervising Contractor

Performing Settling Defendants shall retain a Supervising Contractor in accordance with Section VI of the Consent Decree to perform the RD/RA. The duties of the Supervising Contractor shall include:

1. developing and preparing the Predesign Work Plan and Project Operations Plan (POP).

2. conducting the Predesign investigations;

3. preparing the Predesign Report;

4. preparing the Remedial Design Report;

5. implementing the Remedial Action;

6. overseeing and approving all construction work; and

7. assisting in the operational phase of the project as required.

C. Supplemental Groundwater Studies Contractor

The Performing Settling Defendants have the option of retaining a separate contractor to perform the SGI/AFS, as described in Attachment A.

D. Access

In accordance with the Consent Decree, the Performing Settling Defendants shall use their best efforts to obtain access to any property necessary to perform work related to the RD/RA for the limited source control remedy or the SGI.

VII. PREDESIGN

To facilitate the Remedial Design and to ensure the effectiveness of the limited source control remedy, the Performing Settling Defendants shall conduct a Predesign Study.

A. Predesign Work Plan

Within 60 days of Consent Decree lodging by the Department of Justice, Performing Settling Defendants shall submit a Predesign Work Plan for EPA/State review and EPA approval. The Predesign Work Plan shall describe all tasks and investigations which must be undertaken prior to the RD to facilitate the RD and ensure effectiveness of the RA. EPA and State review of the Predesign Work Plan submission will be in accordance with Section XI of the Consent Decree.

The Predesign Work Plan shall include a detailed description of the investigation work necessary for the design and implementation of the SCRA. This description shall include for each investigation a statement of purpose and objectives, identification of the specific activities necessary to conduct the investigation, and a timetable/schedule for performance of the activities including submittal of study reports. This description shall encompass, at a minimum, the investigations specified below.

1. A topographical or otherwise appropriate survey to delineate property boundaries, topography, utilities, rights-of-way, and easements in order to establish the necessary Institutional Controls for the Site.

2. An investigation to visually refine the horizontal and vertical extent of waste within Black Pond.

3. A pilot study to determine if allowing landfill gas to passively vent into the atmosphere is appropriate or if treatment of such gases is necessary may be performed. The study will be performed on the southern portion of the Landfill where higher concentrations of Volatile Organic Compounds (VOCs) and methane have been found. The Performing Settling Defendants will provide a Statement of Work (SOW) for the landfill gas pilot study for CT DEP, ATSDR, and CT DPH review, and EPA approval. Upon completion of the study, EPA, in consultation with these agencies, will determine if passive venting, or active collection and/or treatment is appropriate.

4. At the Performing Settling Defendants discretion, additional investigations may be performed. These include:

   i. an investigation to refine horizontal and vertical extent of waste in the Landfill;

   ii. an investigation to refine the limits of SSDA1; or

   iii. field work related to delineation of the northern portion of the Landfill.

5. Any other work necessary to address any data gaps that are pertinent to the design of the limited source control remedy

B Implementation of Predesign Work Plan

Within ten (10) days after the Performing Settling Defendants receive notification of approval of the Predesign Work Plan, the Performing Settling Defendants shall commence the predesign activities in accordance with the Predesign Work Plan and schedule contained therein.

C. Project Operations Plan (POP)

The Performing Settling Defendants shall prepare a detailed Project Operations Plan (POP) (to be submitted with the Predesign Work Plan) in support of all field work to be conducted during the Predesign Phase of the Consent Decree, and which shall include, but not be limited to, the following:

1. a Site Management Plan (SMP);

2. a Sampling and Analysis Plan (SAP);

3. a Quality Assurance Project Plan (QAPP);

4. a Field Sampling Plan (FSP);

5. a Site-Specific Health and Safety Plan (HSP); and

6. a Community Relations Support Plan (CRSP).

The community will be given the opportunity to comment on the HSP and CRSP.

D. Predesign Report

Within 45 days after completion of the Predesign activities, the Performing Settling Defendants shall submit a Predesign Report to EPA and CT DEP. This Predesign Report (or individual reports) shall set forth in detail an analysis of the results and conclusions, including methodologies used, for each aspect of the work performed. Within two weeks of the receipt of the Predesign Report by EPA, the Performing Settling Defendants shall hold a meeting or meetings to present and discuss the results of the studies and the Predesign Report with the EPA and CT DEP. EPA review of the submission will be in accordance with Section XI of the Consent Decree.

VIII. REMEDIAL DESIGN PHASE

The Remedial Design Phase shall consist of developing a Remedial Design Work Plan, the Remedial Design, Remedial Action Work Plan, and a Remedial Action POP.

Within 30 days after receipt of EPA approval of the Predesign Work Plan, the Performing Settling Defendants shall submit a Remedial Design Work Plan in accordance with Section VI of the Consent Decree for review and approval or modification by EPA, after reasonable opportunity for review and comment by the CT DEP.

The submission of the Remedial Action POP and Remedial Action Work Plan shall occur as a draft with the pre-final (95%) design and as a final with the Final 100% Design.

A. Environmental Monitoring During Construction

In addition to the Long-term Environmental Monitoring Program discussed in Section V, certain other environmental monitoring activities will be conducted during construction of the limited source control remedy. The additional monitoring will include but is not limited to the following:

1. Air monitoring related to construction activities; and

2. Health and safety monitoring during construction.

All sampling and analytical methods associated with these monitoring activities will be detailed in the Remedial Action POP

B Remedial Design Work Plan

The Remedial Design Work Plan shall describe all tasks which must be undertaken during the Remedial Design Phase, and shall include a proposed schedule for completion of the Remedial Design. The Remedial Design Work Plan shall be consistent with the ROD, this SOW, the NCP, and OSWER Directive 9355.0-4A (RD/RA Guidance). EPA and the CT DEP will review the submission in accordance with Section XI of the Consent Decree.

The Remedial Design Work Plan shall describe in detail, at a minimum, the following activities to be undertaken during the Remedial Design Phase:

a. An evaluation of the feasibility of initiating remedial activities for distinct, separate remedial actions consistent with this SOW but ahead of schedule for design activities for other elements of the Work.

b. detailed schedule for Remedial Design submittals.

C. Remedial Design

This section identifies the Remedial Design components.

1. 30% Remedial Design

Within 60 days of receiving EPA's review or modification of the Predesign Report (assuming the RD Work Plan is approved at least 60 days prior to EPA's review of the Predesign Report), the Performing Settling Defendants shall submit to EPA and CT DEP the 30% Remedial Design Report for review or modification by EPA, after reasonable opportunity for review and comment by the CT DEP. The 30% submission shall include, at a minimum, a discussion of how ARARs are being met by the design, the design criteria, the project delivery strategy, preliminary plans, drawings, sketches, and calculations, and an outline of the required technical specifications. Items to be included in the submissions shall include but not be limited to the following:

a. An evaluation of stability, settlement, and subsidence. The final cover should be designed and constructed so that settling and subsidence are accommodated to minimize the potential for disruption of continuity and function of the final cover. The final grade after subsidence of the cover should be at the actual desired design elevation

b. An evaluation of the appropriate Landfill configuration. Grading or "contouring" the slopes shall be permitted, in general accordance with RCRA closure guidelines. Slopes cannot exceed a 3:1 ratio

c. An evaluation of cap materials for their ability to meet technical design requirements i.e., minimization of leachate production. Cap design shall be as provided for in accordance with EPA Technical Guidance, EPA/530-SW-89-047, July 1989 and good engineering design practice.

d. An evaluation of rainfall and site data to determine the impact, if any, on Black Pond due to excavation and or capping and identify any engineering measures that may be necessary to ensure that surface water elevations do not adversely impact neighboring properties or wetlands associated with Black Pond.

e. A landfill gas collection system which can accommodate passive venting or active gas collection, and treatment if necessary, will be incorporated in the RD.

The RD shall insure that, upon completion of the RA, all landfill gas emissions will comply with the ARARs referenced in the ROD. EPA reserves the right to require a more conservative system if it determines that there is an unacceptable risk to the nearby community. Interim gas control measures may be required following completion of construction of the cap and during evaluation of the need for landfill gas treatment and until such treatment measures are implemented.

f. Perform a hydrogeologic evaluation to quantify the effect of the landfill cap on the generation of leachate. The Performing Settling Defendants will use a computer model such as the HELP model that can produce estimates of water movement across, into, through, and out of landfills. To accomplish this, precipitation is partitioned into surface storage, runoff, infiltration, surface evaporation, evapotranspiration, percolation, stored soil moisture, and subsurface lateral drainage. The program will estimate the volume of leachate produced by a landfill. The HELP model is the most commonly used and accepted model to date. This model or equivalent shall be utilized using the latest release model at the time the Consent Decree is signed by EPA. The model results will then be used to evaluate leachate generation by the Landfill in conjunction with other fate and transport parameters to determine the contribution of the capped Landfill to further degradation of groundwater off Site.

g. Evaluation of appropriate landfill capping techniques and approaches to be detailed during the design itself. The discussion should include a conceptual description of the capping approach and how the proposed capping approach will meet the performance standards and requirements of the ROD.

h. Evaluation of appropriate techniques to be used to prevent resident and worker exposure to unsafe levels of VOCs and methane emitted during the excavation and consolidation process of SSDA1 into a lined cell, possible excavation of waste along Old Turnpike Road, along Solomon Casket Company to possibly construct right-of-way for Meriden Box, and excavation along the shoreline of Black Pond. This evaluation shall include a detailed discussion of a range of preventative and mitigation measures that may have to be used to ensure the health and safety of these people (e.g., from air monitoring to completely enclosing the working area to conducting temporary relocation).

i. Evaluation of excavation and waste dewatering techniques in order to minimize the potential impacts to Black Pond and wetland areas that may be affected by the waste removal from Black Pond. The evaluation shall include a comparative evaluation of techniques investigated based on impacts to the affected pond and wetlands.

j. Evaluation and discussion of the environmental monitoring to be performed during construction of the limited source control remedy. This evaluation shall include a review of the RI data in support of the development of an air monitoring program and health and safety monitoring program to be implemented during construction of the limited source control remedy.

k. A Site Security Plan to control access during construction, future Site use, and access to the Site

In an effort to expedite work, the Performing Settling Defendants may request a waiver from EPA for the 60% design submission at the time of the 30% design submission. Granting of this waiver would require the 30% design submission to contain the content of the 60% Design Submission (see 60% Design Submission below for more detail). After

review of the 30% design submission and consultation with CT DEP, EPA would decide if such a waiver should be granted.

2. 60% Remedial Design

If a waiver is not granted by EPA, within 45 days from receipt of the 30% Design Submission, the Performing Settling Defendants shall submit the 60% Remedial Design Report, within 60 days of EPA approval of the 30% RD. The 60% RD shall address approximately 60% of the total RD for the RA as described in this SOW. The deliverables for the 60% RD shall be specified in the Remedial Design Work Plan, but shall include, at a minimum, incorporation of all revisions required by EPA based upon EPA and CT DEP review of the 30% RD.

3. 95% Remedial Design

Within 90 days of receiving EPA's approval of the 30% RD, if a waiver has been granted, or comment on the 60% RD, if a waiver has not been granted, the Performing Settling Defendants shall submit the 95% RD for EPA and CT DEP review and comment. The 95% Remedial Design Report shall contain a preliminary construction schedule and costs. The draft Remedial Action POP and Work Plan also shall be submitted with the 95% RD.

4. 100% Remedial Design

Within 45 days of receiving EPA's comments or modification on the 95% Remedial Design Report, and the draft Remedial Action POP and Work Plan, the Performing Settling Defendants shall submit the 100% Remedial Design Report and final Remedial Action POP and Work Plan for EPA review and approval, after reasonable opportunity has been given to CT DEP for review and comment. The Draft O&M Plan will also be submitted with the 100% Remedial Design. This design submittal shall address 100% of the total Remedial Design for each component of the SCRA including, but not limited to:

a. the design basis for each component and detailed plans and specifications in reproducible format;

b. construction quality assurance plan, including sample construction quality assurance and quality control checklists, draft construction quality control and quality assurance tables, and a list of testing requirements, based upon EPA and CT DEP comments;

c. final plan view and cross sectional drawings of the caps and SSDA1 cell including surface drainage controls and retention ponds, anchor trenches, and gas collection/treatment system;

d. a description of the design basis for each layer and/or component of the interim limited source control remedy including settlement evaluation, stability calculations, and the HELP model assessment to evaluate infiltration through the cover systems. The stability assessment shall include an assessment of the stability of the cover system, waste material, and surrounding slopes. Each key section of the stability analysis should include a discussion of the: (1) performance criteria for each failure mode; (2) soil conditions, including loading and seepage conditions; and (3) determination of factor of safety and indicate the slope failure mode. The methods to perform the above analysis shall be presented;

e. the final bid documents;

f. a Contingency Plan which shall address the on-Site construction workers and the local affected population in the event of an accident or emergency during the remedial construction activities;

g. a Constructability Review report which evaluates the suitability of the project and its components in relation to the Site;

h. a correlation of the design plans and specifications; and

i. a detailed discussion of how all ARARs identified in the ROD are met, and a discussion of all assumptions, all drawings, and all specifications necessary to support the analysis of compliance with ARARS.

IX. REMEDIAL ACTION

The Remedial Action activities required for the Old Southington Landfill SCRA shall include, but are not limited to: (a) Remedial Action Work Plan; (b) pre-construction conference;(c) initiation of construction; (d) meetings during construction; and (e) an Operation and Maintenance Plan, and Long-Term POP. The Performing Settling Defendants shall submit to EPA and the CT DEP the required deliverables as stated herein for each of these Remedial Action activities. Each deliverable shall be subject to review and approval or modification by EPA, after reasonable opportunity for review and comment by the CT DEP, in accordance with Section XI of the Consent Decree.

A. Remedial Action Work Plan

The Performing Settling Defendants shall submit to EPA for review and approval or modification, after reasonable opportunity for review and comment by CT DEP, a Remedial Action Work Plan for implementing the SCRA, consistent with the Remedial Design for the Site. The Remedial Action Work Plan shall contain, at a minimum:

1. a description of all activities necessary to implement all components of the SCRA, in accordance with the Remedial Design, the SOW, the Consent Decree and the ROD, including but not limited to the following:

   a. description of construction management, lines of communication, and responsibilities;

   b. contractor mobilization Site preparation, including construction of necessary utility hookups,

   c. construction, shake-down, and start-up; and

   d. all activities relating to on-Site building demolition and removal and possible associated site work

2. a detailed schedule for the completion of all activities identified in Section III, including the required deliverables, and an identification of milestone events in the performance of the Remedial Action.

B. Remedial Action Project Operations Plan

The Performing Settling Defendants shall prepare a detailed Remedial Action POP (to be submitted as a draft with the 95% Remedial Design and final with the 100% Remedial Design) in support of all field work to be conducted during Remedial Action and which shall include, but not be limited to, the following:

1. a Site Management Plan;

2. a Sampling and Analysis Plan;

3. a Quality Assurance Project Plan;

4. a Field Sampling Plan;

5. a Site-Specific Health and Safety Plan;

6. a Waste Management Plan; and

7. a Community Relations Support Plan.

The community will be given the opportunity on the Site-Specific Health and Safety Plan and Community Relations Support Plan

C. Pre-Construction Conference

Within 10 days of receiving EPA's approval or modification of the 100% Remedial Design and the RA Work Plan and POP, the Performing Settling Defendants shall hold a pre-construction conference. The participants shall include all parties involved in the Remedial Action, including but not limited to the Performing Settling Defendants and their representatives, EPA, the CT DEP, and the remedial construction contractor(s).

D. Initiation of Construction

Within 21 days of receiving EPA's approval or modification of the 100% Remedial Design and the RA Work Plan and POP, the Performing Settling Defendants shall initiate the remedial action activities specified in the schedule contained therein.

E. Meetings During Construction

During the construction period, the Performing Settling Defendants and their construction contractor(s) shall meet monthly at a minimum with EPA and CT DEP regarding the progress and details of construction. EPA may request more meetings per month if it deems it necessary at that time. If, during the construction of the Remedial Action for the Site, conditions warrant modifications of the design, construction, and/or schedules, the Performing Settling Defendants may propose such design, construction, or schedule modifications. Following approval by EPA, after reasonable opportunity for review and comment by CT DEP, the Performing Settling Defendants shall implement the design or construction modifications required.

F. Monthly Progress Reports

During the construction period, the Performing Settling Defendants shall submit monthly progress reports to the EPA and CT DEP. These reports will include a description of the work that was performed that month. It will also include the percent of construction completion and how it relates to the construction schedule proposed in the Remedial Construction Work Plan.

G. Operation and Maintenance Plan and Long-Term O&M POP

The Performing Settling Defendants shall submit a Draft Operation and Maintenance (O&M) Plan with the 100% Remedial Design Report to EPA and CT DEP for review and comment. Within 45 days of the 75% construction complete date, which is to be a reportable item in the monthly reports, the Performing Settling Defendants shall submit a Long-Term POP. Within 60 days of construction completion, the Performing Settling Defendants shall submit the final O&M Plan to ensure the long-term, continued effectiveness of each component of the limited source control remediation. These plans shall include, at a minimum, the following:

1. Operation and Maintenance Plan

a. a description of normal operations and maintenance;

b. a description of potential operational problems;

c. a description of routine process monitoring and analysis;

d. a description of contingency operation and monitoring;

e. an operational safety plan;

f. a description of equipment;

g. annual operation and maintenance budget;

h. record keeping and reporting requirements;

i. a possible soil gas treatment system maintenance program;

j. a well maintenance program including, at a minimum, the following:

i) a provision for prompt and proper abandonment, as appropriate, of wells used during the RI and SGI which are currently unusable or which become unusable during the RA activities;

ii) a provision for inspection, continued maintenance and repair, if necessary, of all wells used during the RI and SGI and not abandoned;

iii) a provision for continued maintenance or abandonment of wells used during the RI and additional wells used during the SGI and Operation and Maintenance phases after completion of the SGI.

k. site closure and post-closure monitoring:

i) a cost estimate for post-closure care consistent with 40 C.F.R. Part 264;

ii) establishment of a financial assurance mechanism for post-closure care consistent with 40 C.F.R. Part 264; and

iii) post-closure inspection schedule and provisions for implementing such activities consistent with 40 C.F.R. Part 264;

2. Long-Term O&M POP

The Performing Settling Defendants shall prepare the Long-Term O&M POP to support all field work to be conducted during O&M and shall include, but not be limited to, the following:

a. a Site Management Plan;

b. a Sampling and Analysis Plan;

c. a Quality Assurance Project Plan;

d. a Field Sampling Plan;

e. a Site-Specific Health and Safety Plan; and

f. a Community Relations Support Plan.

H. Pre-Final and Final Construction Inspections

Within 10 days after Performing Settling Defendants conclude that the construction has been fully (100% complete) performed, the Performing Settling Defendants shall schedule a Pre-Final Construction Inspection. This inspection shall include participants from all parties involved in the Remedial Action, including but not limited to the Performing Settling Defendants and their contractors, EPA, and the CT DEP. The Performing Settling Defendants will request a Final

Construction Inspection following completion of activities identified as still outstanding in the Pre-Final Inspection.

I. Final Remedial Construction Report

Within 60 days of completion of construction of the Remedial Action, the Performing Settling Defendants shall submit a Final Remedial Construction Report (entitled Close-Out Report) which includes each medium (groundwater, surface water, sediment, surface soil, subsurface soil, and soil gas) involved in the SCRA, to EPA for approval or modification, after reasonable opportunity for review and comment by CT DEP. The Close-Out Report shall address all of the Remedial Action components identified in the ROD including:

- Relocation of on-Site residents and businesses from the Landfill;
- Excavation and consolidation of visually discrete semi-solid materials from SSDA1 and two-foot buffer zone;
- Construction of a single barrier cap over the northern portion of the Landfill and a Subtitle C low permeability cap over the southern portion of the Landfill;
- Installation of a gas collection/treatment system;
- Installation of institutional controls including fencing.

The Close-Out Report shall include, at a minimum, the following documentation:

1. a summary of all procedures actually used which includes a chronological list (i.e. summary of progress report information), all design and field changes, as-built drawings and documentation of field inspection activities.

2. tabulation of all Quality Control data (including analytical data) and field notes prepared during the course of the Remedial Design and Remedial Action activities including, but not limited to

   a. QA QC documentation for construction activities such as landfill grading, landfill capping operations, soil excavation, landfill gas controls, etc.

b. QA/QC documentation for all supporting analytical measurements including air monitoring data, soil analysis, soil backfill analysis, water, and wastewater analysis, etc.

c. Full copies of all QA/QC results and notes shall be available and produced for EPA and CT DEP upon request.

d. a description, with appropriate photographs, maps, and tables of the disposition of the Site (including areas and volumes of soil placement and disturbance);

e. conclusions regarding conformance of treatment processes with the Performance Standards; and

f. descriptions of actions taken and a schedule of any potential future actions to be taken to address any outstanding items identified in the final inspection or to initiate O&M activities.

3. In the Close-Out Report, a registered professional engineer and the Performing Settling Defendants' Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer and all information specified in the SOW. The report shall contain the following statement, signed by a responsible corporate official of a Performing Settling Defendant or the Performing Settling Defendants' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

J. Winter Stabilization Plan

By October 15th of each field season during implementation of the RA, the Performing Settling Defendants shall submit a Winter Stabilization Plan to EPA and CT DEP. This plan shall describe the practices and procedures that will be used by the Performing Settling Defendants to minimize erosion of the Landfill and excessive sediment discharge to the surface water and wetlands.

K. Institutional Controls Plan

The Performing Settling Defendants shall submit a schedule and a work plan letter report for the implementation of the Institutional Controls required by the remedy selected for limited source control within 30 days of receipt of EPA's approval of the 100% Remedial Design Report and Remedial Action POP and Work Plan. As part of the institutional controls, a deed restriction shall be placed on the Landfill property to prevent any use of the property that would interfere with or reduce the effectiveness of the SCRA or any future response actions. The deed restriction shall also prevent future use of the groundwater under the Landfill.

L. Operation and Maintenance

Within 30 days of receiving EPA's approval or modification of the Performing Settling Defendants' Close-Out Report for the Remedial Action, the Performing Settling Defendants shall implement all operation and maintenance activities in accordance with the terms and schedules set forth in the Operation and Maintenance Plan approved by EPA.

X. SUBMISSIONS REQUIRING AGENCY APPROVAL

A. All plans, deliverables, and reports identified in the SOW for submittal to EPA and CT DEP shall be delivered to EPA and CT DEP in accordance with the Consent Decree and this SOW.

B. Any plan, deliverable, or report submitted to EPA and CT DEP for approval shall be printed using two-sided printing and marked "Draft" on each page and shall include, in a prominent location in the document, the following disclaimer: "Disclaimer: This document is a DRAFT document prepared by the Performing Settling Defendants under a government Consent Decree. This document has not undergone formal review by the EPA and CT DEP. The opinions, findings, and

conclusions expressed are those of the author and not those of the U.S. Environmental Protection Agency and the CT Department of Environmental Protection."

C. Approval of a plan, deliverable, or report does not constitute approval of any model or assumption used by the Performing Settling Defendants in such plan, deliverable, or report.

XI. PUBLIC INVOLVEMENT ACTIVITIES

The Performing Settling Defendants will support public meetings and other community relations as requested by EPA.

XII. INTERIM OFF-SITE SOIL GAS MONITORING PROGRAM

The ongoing off-Site soil gas monitoring program being conducted by the Performing Settling Defendants in the Northern part of the Landfill since September 1, 1996 shall continue until the Long-Term Environmental Monitoring Program is implemented.

ATTACHMENT A

STATEMENT OF WORK
SUPPLEMENTAL GROUNDWATER
INVESTIGATION AND AMENDED FEASIBILITY STUDY
OLD SOUTHINGTON LANDFILL SUPERFUND SITE

November 1997

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STATEMENT OF WORK
SUPPLEMENTAL GROUNDWATER INVESTIGATION AND AMENDED FEASIBILITY STUDY OLD SOUTHINGTON LANDFILL SUPERFUND SITE (THE "SITE")

SECTION 1: OBJECTIVES, REPORTING REQUIREMENTS, AND SCHEDULE

I. OBJECTIVES

A Remedial Investigation/Feasibility Study (RI/FS) was completed by United Technologies Corporation, General Electric, and the Town of Southington, in December 1993 and amended and approved by EPA in May 1994. This work was performed under a 1987 Administrative Order on Consent (1987 AOC). An Interim Record of Decision (ROD) was issued by EPA in September 1994 which addressed remedial alternatives at the Site, not including groundwater. In order to better understand any potential risk, determine whether natural resources are impacted by the overburden groundwater plume, and define the extent of the overburden plume, EPA directed in the Interim ROD that additional groundwater investigations be conducted until some period after the cap is installed. The furthest extent of contaminants in the groundwater plume was not determined during the RI/FS. Likewise, the impact of the impermeable cap, to be installed pursuant to the Interim ROD, on groundwater flow and contaminant migration cannot be accurately determined until after installation of the cap. The RI/FS and Human Health Risk Assessment (HRA) concluded that a potential risk exists for ingestion of groundwater from the aquifer downgradient from the Site.

The primary objective of this Supplemental Groundwater Investigation and Amended Feasibility Study (SGI/AFS), therefore, shall be to assess off-site groundwater conditions related to contaminants emanating or potentially emanating from the Site and evaluate groundwater alternatives to the extent necessary to select a final groundwater remedy for the Site, as defined in the Consent Decree (CD), that shall be consistent with the National Contingency Plan (NCP) and relevant guidance. The SGI/AFS shall be conducted simultaneously as integrated, phased studies leading to selection of a remedy. The integration and phasing of the SGI and AFS reflect the intent of EPA's developing policies for RI/FS studies as reflected in Guidance for Conducting Remedial Investigation and Feasibility Studies Under CERCLA (EPA/540/G-89/004, OSWER Directive 9355.3-01, October 1988). Conducting Remedial Investigation/Feasibility Studies

for CERCLA Municipal Landfill Sites (EPA/540/P-91/001, OSWER Directive 9355.3-11, February 1991), Presumptive Remedy for CERCLA Municipal Landfill Sites (EPA 540/F-93/035, OSWER Directive 9355.0-49FS, September 1993), Final Ground Water Use and Value Determination Guidance (April 4, 1996), and the current National Contingency Plan (NCP) (40 CFR Part 300).

A. Supplemental Groundwater Investigation

The objectives of the SGI are, consistent with the NCP and the ROD (EPA, 1994) for the Old Southington Site, to:

1) define the extent of the groundwater plume emanating from the Site and determine if the plume is impacting any downgradient natural resource areas;

2) provide sufficient information for EPA to assess the current and future potential risks to human health and to the environment from groundwater; and

3) provide sufficient information to evaluate groundwater remedial alternatives, conceptually design remedial actions, select a remedy, and issue a final record of decision.

An additional objective, as defined in Section 4.IV of this SOW, is to provide additional data relative to bedrock water quality beneath the SSDAs and, as necessary, any hydraulic gradient in the bedrock aquifer.

If EPA at any time during or after the SGI/AFS process determines that any of these objectives are not fully met, additional work plans, studies or other appropriate activities shall be designed and performed until EPA decides that no further investigation is necessary to achieve the goals and intentions of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). EPA reserves the right to require that any of these items be performed by the Performing Settling Defendants. However, no additional investigation of the bedrock aquifer shall be required beyond the scope as defined within this SOW.

The SGI shall include, but is not limited to, data gathering (monitoring and testing), and developing methodologies, procedures and assessments for characterizing the physical and chemical attributes of groundwater or other media affected by the Site.

The procedures used to address the objectives listed above include, but are not limited to, evaluating all existing Site information including data generated by United Technologies Corporation, General Electric, and the Town of Southington, under the 1987 AOC, EPA, the Connecticut Department of Environmental Protection, and their respective contractors; identifying data gaps; performing field sampling and laboratory analyses; conducting bench scale and/or field pilot scale treatability studies, if necessary; and consulting all available federal, state and local applicable, or relevant and appropriate human health and environmental regulations and/or laws.

An RI/FS (Environmental Science & Engineering (ESE); May 1994) has previously been prepared for the Old Southington Landfill Site. In that study, extensive data was gathered regarding Site groundwater and soil contamination. This data must be utilized by the Performing Settling Defendants to more closely define the SGI/AFS Work Plans discussed below in order to expedite the SGI/AFS process at the Site. In an effort to increase efficiency, groundwater data collected during the SGI should be presented in a format that can be used for any Amendment to the Human Health Risk Assessment (see below for more details) which is deemed necessary by EPA.

B. Amendment to the Human Health Risk Assessment

Following the installation of the caps on site, EPA, in consultation with CT DEP, will determine when sufficient groundwater data has been collected to determine whether it is necessary and, if necessary, to perform an Amendment to the Human Health Risk Assessment (AHHRA) for the groundwater pathway only (including all associated direct and indirect exposure routes) and to perform an Amended Feasibility Study (AFS) for groundwater remedial alternatives. At that time, EPA will notify the Performing Settling Defendants to initiate the AHHRA and provide them with the latest EPA Human Health Risk Assessment Guidance. Within 30 days of EPA notification, the Performing Settling Defendants will submit to EPA and CT DEP a Work Plan to perform the AHHRA for EPA approval. The AHHRA will be used by EPA to help determine if an additional remedial action is necessary for off-site groundwater. See Section 6 for details.

At a minimum, the groundwater SGI/AFS Work Plan will address sampling parameters, frequency, locations, data validation level, detection limits, sampling method, and contaminants of concern. EPA will require at least 2 rounds of quarterly or semi-annual sampling for 1 to 2 consecutive years for the AHHRA. The actual number of sampling rounds will be determined by EPA, in consultation with CT DEP, at the time EPA notifies the Performing Settling Defendants. The data is to be generated in a format that is compatible with performing risk assessment statistical tables and calculations.

C. Amendment to the Ecological Risk Assessment

Following the installation of the caps on site, EPA, in consultation with CT DEP, will determine when sufficient groundwater data has been collected to determine whether it is necessary and, if necessary, to perform an Amendment to the Ecological Risk Assessment (AERA) for the groundwater pathway only. If EPA determines that an AERA is needed, the Agency will notify the Performing Settling Defendants to initiate the AERA. Within 30 days of EPA notification, the Performing Settling Defendants will submit to EPA and CT DEP a Work Plan to perform the AERA, for EPA approval. The AERA will be used by EPA to help to determine if an additional remedial action is necessary for off-site groundwater to address natural resource impacts. See Section 6 for details.

D. Amended Feasibility Study

Again the EPA, in consultation with CT DEP, will determine when sufficient groundwater data has been collected after the caps have been installed. At that time, EPA will notify the Performing Settling Defendants to start the AHHRA, discussed above, and the Amended Feasibility Study (AFS). The FS prepared for the Site (May 1994) included consideration of groundwater remedial alternatives. Following the SGI, the groundwater portions of the existing FS will be amended to reflect the additional data collected during the SGI.

If any new remedial alternatives are evaluated for those alternatives the objectives of the AFS are, without limitation, to:

1) simultaneously provide direction to the SGI portions to ensure that sufficient data of the appropriate type is gathered to select a remedy based on the factors indicated in objectives numbers 2-5, listed below.

2) review the applicability of various remedial technologies, including innovative technologies, to determine whether they are appropriate and technically implementable remedies for the Site;

3) identify the Remedial Action objectives using any Amendment to the Human Health Risk Assessment (AHHRA) that is developed;

4) determine if each new alternative developed by combining applicable site technologies is effective, by evaluating in the short and long term whether it is:

   a) effective,
   b) implementable, and
   c) cost effective (note that cost shall only be used to evaluate alternatives of similar effectiveness);

5) evaluate each of the effective new alternatives or combination of alternatives through a detailed and comparative analysis based upon the nine (9) criteria listed in the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA 540/G-89/004, OSWER Directive 9355.3-01, October 1988), Final Ground Water Use and Value Determination Guidance, (April 4, 1996), and any criteria identified in the most recent NCP (40 CFR Part 300) or CERCLA as amended.

The AFS includes but is not limited to the conceptualizations, engineering analyses, cost analyses, and an analysis of time frames for the achievement of groundwater cleanup goals. The level of detail provided in the AFS will be consistent with that presented in the existing FS and the FS guidance identified in the documents listed above.

II. REPORTING REQUIREMENTS

All data, methods, and interpretations must be:

A) scientifically and technically sound with all assumptions, biases, potential deficiencies, safety factors, and design criteria explicitly stated in writing;

B) discussed with observations and interpretation clearly identifiable and distinguishable;

C) discussed with all supporting reference material clearly identified and included;

D) concisely illustrated and presented in separate graphs, charts, maps, plans and/or cross-sections where possible so that the text provides a clear discussion of such illustrations;

E) linked to each and every objective for which they were completed and to which they are applicable; and

F) sufficient to satisfy the objectives of the SGI and AFS listed above.

III. SCHEDULE: STEPS AND DELIVERABLES

A. SGI/AFS Steps

The Performing Settling Defendants shall perform the SGI/AFS as discussed in this section and as shown in Table 1. The illustrated process is based on the current understanding of the Site. The integrated SGI/AFS process ensures an orderly selection of a remedy. Site data needed to perform the AFS shall be identified as early as possible in the SGI. However, the results of investigations during the SGI/AFS may require changes in the process.

B. SGI/AFS Deliverables

Deliverables for each step of the SGI/AFS are shown on Table 1. The actual number of deliverables may vary depending on:

1) the types of deliverables proposed by Performing Settling Defendants;

2) tasks within SGI/AFS steps, particularly the tasks planned for the scoping of the SGI (step 1) and the field investigations (steps 2 through 4).

3) revisions based on EPA review;

4) requests for additional field studies, analyses, and documentation by EPA or the Performing Settling Defendants;

5) the quality and completeness of the Performing Settling Defendants' work; and

6) the total number of steps required by EPA to be completed.

EPA retains the authority to approve or disapprove any adjustments to the types of deliverables proposed by the Performing Settling Defendants. In addition, EPA will consult with the Connecticut Department of Environmental Protection in its review of each major deliverable; however, pursuant to the procedure described in the CD, EPA retains the authority to approve or disapprove the deliverables.

C. SGI/AFS Schedule

Initiation of the schedule for the Performing Settling Defendants to complete the scoping of the SGI AFS and deliver the Work Plan for the SGI/AFS shall be triggered by the Entry Date of the CD. As noted in Table 1, the schedule for initiation of the Bedrock Groundwater Investigation activities may precede the Entry Date of the CD. For a detailed listing of the components of the Bedrock Groundwater Investigataion, see Section 4 of this SOW. Initiation of the other phases of the SGI/AFS shall be triggered by notice from EPA as stated in Table 1. EPA may give notice to start a component of the study even if prior steps have not been completed.

In addition to appearing as an attachment to the signed agreement, the schedule shall be included in the Work Plan for the SGI/AFS. It shall also accompany each of the major predetermined deliverables and monthly progress reports.

TABLE 1

STEP	DELIVERABLE	DUE DATE
1. Scoping the Bedrock Groundwater Investigation	Bedrock Groundwater Investigation Work Plan (BGIWP)	At the time of submission of the Pre-Design Report
Installation and Sampling	Installation and Sampling	Well installation and sampling within 90 days of EPA final comments on BGIWP
Bedrock Sampling Round #1 Report	Bedrock Sampling Round #1 Report	60 days after sampling
Bedrock Sampling Round #2		6 months after Bedrock Sampling Round #1
Bedrock Sampling Round #2 Report	Bedrock Sampling Round #2 Report	60 days after sampling
2. Scoping the SGI/AFS	SGI/AFS Work Plan	8 weeks after effective date of Consent Order
3. Phase 1 SGI		
Phase 1A	Phase 1A Data Report	8 weeks after EPA notice to proceed with Step 2[1,2]
Phase 1B	Phase 1B Data Report Phase 2 Scope of Work	16 weeks after EPA notice to proceed with Phase 1B[2]
4. Phase 2 SGI		
Phase 2A	Draft SGI Report	24 weeks after EPA notice to proceed with Step 3[2]
Phase 2B (if needed)	Final SGI Report	16 weeks after EPA notice to proceed
5. Semi-Annual Long-Term Monitoring	Long-Term Monitoring Reports to be submitted semi-annually until a Record of Decision is signed	To be determined by EPA as detailed in RD/RA SOW
6. Amend Human Health & Ecological Risk Assessment	Amended HHRA Amended ERA Amended Development and Screening of Alternatives Report Post-Screening Field Investigation Work Plan (if needed)	20 weeks after EPA determines that sufficient groundwater monitoring data has been collected[3]
7. Post Screening Field Investigations (if needed)	Draft Amended FS	12 weeks after EPA notice to proceed with Step 6[2]

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[1] The starting date for the Phase 1A field activities shall be the date of approval of the Work Plan for the SGI/FS

[2] If the Performing Settling Defendants' work is delayed due to extended adverse weather conditions, such as prolonged sub-zero temperatures (Fahrenheit) or unseasonably adverse mud conditions or precipitation, the Performing Settling Defendants may notify EPA of a delay in performance caused by an Act of God pursuant to the Force Majeure provisions of the CD.

[3] Using the data from the SGI, the Performing Settling Defendants will, as necessary, develop an Amended Human Health Risk Assessment (AHHRA) (see Section 6 for details on AHHRA) and Amended Ecological Risk Assessment (AERA) (see Section 3 for details on the AERA) and use them to develop the Amended Feasibility Study (as appropriate). Information on the latest EPA Human Health Risk Assessment Guidance will be provided to the Performing Settling Defendants on or before EPA's notice to proceed with Step 5.

8. Additional Amended FS drafts	Subsequent drafts of Amended FS until a final Amended FS is accepted by EPA for public review and comment, a responsiveness summary is completed, and a Record of Decision is signed.	To be determined by EPA

SECTION 2: SCOPING OF THE SGI/AFS

I. OBJECTIVES

The scoping of the SGI/AFS shall ensure that the Performing Settling Defendants:

A) understand the objectives of the SGI/AFS;

B) use approved procedures to meet the SGI/AFS objectives, including those EPA Region I approved procedures for field sampling and laboratory analysis activities;

C) identify and fill data gaps where necessary to accomplish SGI objectives;

D) identify information necessary for CT DEP to complete the revised Use and Value Determination;

E) develop a conceptual and quantitative understanding of the overburden groundwater and contaminant plume downgradient of the Site based on the evaluation of existing data and all newly acquired data;

F) identify additional response scenarios, if appropriate, and potentially applicable new technologies and/or operable units that may address downgradient overburden groundwater.

G) identify, for EPA review and approval, the type, quality and quantity of the data needed to perform any necessary Risk Assessment calculations, as necessary for the AHHRA or AERA to assess potential amendments to identified remedial technologies, to evaluate new technologies that may be combined to form new remedial alternatives, and to support decisions regarding remedial response activities;

H) undertake limited data collection efforts or studies to the extent needed to assist in scoping the SGI/AFS and begin to identify the need for treatability studies as appropriate;

I) assure that the existing site-specific health and safety plans address all work to be performed during the SGI or provide applicable amendments;

J) assure that the existing sampling and analysis plan addresses all work to be performed during the SGI or provide applicable amendments;

K) draft the negotiated schedule (based on the schedule contained in Table 1) which shows the flow of studies and the submission of all deliverables.

II. DELIVERABLES

A. Overview

In scoping the SGI/AFS, the Performing Settling Defendants shall deliver to EPA the following in writing:

1) Work Plan for the Bedrock Groundwater Investigation
   - Bedrock Sampling Round #1 Report
   - Bedrock Sampling Round #2 Report

2) Scope of Work for the SGI field investigations;

3) Data requirements to accomplish ROD mandated studies to define the extent of the plume emanating from the Site and determine if that plume is impacting human health and the environment;

4) Data requirements for risk assessment calculations and potential remedial alternatives and technologies; and

5) A list of applicable, relevant and appropriate requirements (ARARs) at the AFS stage; and

6) *Expanded Schedule for the SGI/AFS.*

Collectively, these documents (with the exception of the Bedrock Groundwater Investigation deliverables) are referred to as the Work Plan for the SGI/AFS in Table 1 and elsewhere in this document. The initial Work Plan for the SGI/AFS shall describe necessary studies to be done during Phase I of the SGI. The Work Plan for the SGI/AFS shall be revised as determined by EPA and CT DEP to be necessary, and revisions submitted prior to each subsequent phase of work as described in Table 1. The Work Plan for the Bedrock Groundwater Investigation shall describe the necessary studies to be done during this investigation. The Bedrock Groundwater Investigation Work Plan will detail all associated field investigation, sampling, analysis, and reporting procedures.

To reduce the submittal of repetitive information contained within each of the elements of the Work Plan, the Performing Settling Defendants shall provide the appropriate cross-references at key places within each document.

B. Project Operations Plan

Before Phase IA of the SGI field activities commence, existing site-specific plans shall be reviewed by the Performing Settling Defendants to ensure that appropriate procedures have been established to be followed by the Performing Settling Defendants in performing field and laboratory work, and community and agency liaison activities. These site-specific plans include the:

1) Site Management Plan (SMP);

2) Sampling and Analysis Plan (SAP) which includes the Field Sampling Plan (FSP) and the Quality Assurance Project Plan (QAPP);

3) Health and Safety Plan (HSP); and

4) Community Relations Support Plan. *Community groups will be given the* opportunity to comment on the HSP.

The four components which make up the POP are discussed in the following sub-sections.

The Performing Settling Defendants shall modify the format and scope of each plan as needed to describe the sampling, analyses, and other activities that are clarified as the SGI/AFS progresses. EPA will review the amended or revised plans and may require modifications to plans to ensure consistency with current Agency guidance and/or the goals and objectives of the SGI/AFS. However, no additional investigation of the bedrock aquifer shall be required beyond the scope as defined in Section 4.IV of this SOW. These activities include on-site pilot studies and/or laboratory bench scale studies of remedial treatments, and subsequent rounds of field sampling. EPA may also modify the scopes of these activities at any time during the SGI/AFS at the discretion of EPA in response to the evaluation of SGI/AFS results, and other developments or circumstances.

1. Site Management Plan (SMP)

The overall objective of the Site Management Plan is to provide EPA with a written understanding and commitment of how various project aspects such as access, security, contingency procedures, management responsibilities, investigation-derived waste disposal, budgeting, and data handling are being managed by the Performing Settling Defendants. The existing SMP for the Site shall be amended to ensure that the following issues are addressed for downgradient field investigation activities:

a) a map and list of properties, the names of the property owners, and the addresses and telephone numbers of owners to whose property access may be required;

b) a clear indication of the exclusion zone(s), contamination reduction zone, and clean area support zone for on-site and off-site activities;

c) necessary procedures and sample letters, for EPA review and approval, to land owners to arrange field activities and to ensure EPA and CT DEP are abreast of access-related problems and issues;

d) a provision for the security of government and private property;

e) measures to prevent unauthorized entry, which might result in exposure of persons to potentially hazardous conditions;

f) provision for the monitoring of airborne contaminants, if any, released by investigation activities which may affect the local populations;

g) a list of potential contractors and subcontractors to be hired by the Performing Settling Defendants in the conduct of the SGI/AFS and a description of their activities and roles;

h) provision for the proper disposal of materials used and wastes derived during the SGI (e.g., drill cuttings, extracted groundwater, protective clothing, disposal equipment). These provisions shall be consistent with the off-site disposal aspects of SARA, RCRA, applicable state laws, and EPA Region I policy.

I) plans and procedures for organizing, analyzing, and presenting the data generated and for verifying its quality before and during the SGI. To the degree possible, data base management parameters will be compatible with current EPA Region I data storage and analysis systems.

2. Sampling and Analysis Plan (SAP)

The purpose of the Sampling and Analysis Plan is to ensure that sampling data collection activities will be comparable to and compatible with previous data collection activities performed at the Site while providing a mechanism for planning and approving field activities. It is also the purpose of the SAP to ensure that all sampling and analysis activities performed during the SGI are consistent with current EPA Region I guidance.

The overall objectives of the sampling and analysis plan are as follows:

a) to document specific data quality objectives, procedures, and rationales for field work and sample analytical work;

b) to provide a mechanism for planning and approving field and laboratory activities;

c) to ensure that sampling and analysis activities are necessary and sufficient; and

d) to provide a common point of reference for all parties to ensure the comparability and compatibility of all objectives and of sampling and analysis activities.

Field activities and analytical sampling proposed for the SGI are similar in type to previously-performed field activities. The existing SAP for the Site consists of two parts: (1) a Quality Assurance Project Plan (QAPP), and (2) the Field Sampling Plan (FSP). Components of these two individual plans are described in the following sections.

Consistent with the existing SAP, Performing Settling Defendants shall notify EPA four (4) weeks before initiation of each field sampling or monitoring activity, and shall also allow split, replicate, or duplicate samples to be taken by EPA, CT DEP (or their contractor personnel or other government agencies working with EPA), and by other parties approved by EPA. At the request of EPA or CT DEP, the Performing Settling Defendants shall provide these samples in appropriate containers to the government representatives. Identical procedures shall be used to collect the Settling Party's, EPA and CT DEP samples unless otherwise specified by EPA or CT DEP. These split sampling procedures would also apply to bedrock groundwater sampling, as appropriate.

In addition, the Performing Settling Defendants shall notify EPA and CT DEP (or the Agency's field representative), prior to implementing any changes to the approved Work Plan or SAP during field activities. EPA approval will be required prior to implementation of any such proposed changes.

2A. Quality Assurance Project Plan (QAPP)

The existing QAPP for the Site documents in writing site-specific objectives, policies, organizations, functional activities, and specific quality assurance/quality control activities designed to achieve the data quality objectives (DQOs) of the SGI/AFS. The QAPP covers all environmentally related measurements and

documents quality control and quality assurance policies, procedures, routines, and specifications.

All project activities throughout the SGI/AFS shall comply with the QAPP or appropriate associated amendments will be included in the SGI Scope of Work. All QAPP sampling and analysis objectives and procedures shall be consistent with EPA Requirements QAPP for Environmental Data Operations (EPA QA/R-5) and appropriate EPA handbooks, manuals, and guidelines including Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (EPA Pub. SW-846, Third Edition, as amended by update 1) (Routine Analytical Services, RAS, should be used in lieu of Special Analytical Services when possible) and Guidelines Establishing Test Procedures for the Analysis of Pollutants (40 CFR, Part 136). The QAPP and revisions and/or amendments will be submitted to EPA for review and approval.

All QAPP sampling and analysis objectives and procedures will also be consistent with current EPA Region I guidance, including but not limited to groundwater sampling methods, data quality objectives, analytical methods and QA/QC, and data validation.

a. Laboratory QA/QC Procedures

The QA/QC procedures for any laboratory (both fixed and mobile) used during the SGI shall be included in or with the Performing Settling Defendants' QAPP. When this work is performed by a contractor to a private party, each laboratory performing chemical analyses shall meet the following requirements:

(1) be approved by the State Laboratory Evaluation Program, if available;

(2) have successful performance in one of EPA's National Proficiency Sample Programs (i.e., Water Supply or Water Pollution Studies or the State's proficiency sampling program);

(3) be familiar with the requirements of 48 CFR Part 1546 contract requirements for quality assurance; and

(4) have a QAPP for the laboratory (LQAP) including all relevant analyses. This plan shall be referenced as part of the contractor's QAPP.

Laboratories proposed for use by the Performing Settling Defendants are subject to EPA approval and may be audited by EPA.

b. Data Validation Procedures

The Performing Settling Defendants are required to certify that all appropriate SGI data has been validated by a person independent (of the laboratory) according to the Region I Laboratory Data Validation Functional Guidelines for Evaluating Organic Analyses and the Region I Laboratory Data Validation Functional Guidelines for Evaluating Inorganic Analyses (amended as necessary to account for the differences between the approved analytical methods for the project and the Contract Laboratory Procedures [CLP] procedures). Approved validation methods shall be contained in the QAPP or associated amendments. All SGI data to be utilized in support of risk assessment analyses must be validated according to EPA Region I Tier III validation guidelines unless otherwise approved in writing by EPA. All Bedrock Groundwater Investigation groundwater data should be validated in accordance with EPA Region I OEME guidance.

The Performing Settling Defendants must keep the complete data package and make it available to EPA on request in order for EPA to conduct an independent validation of the data. The complete data package shall consist of all results, the raw data, and all relevant QA/QC information.

2B. Field Sampling Plan (FSP)

The existing Field Sampling Plan for this Site provides EPA and all parties involved with the collection and use of field data with a common written

understanding of all fieldwork. The existing FSP addresses the SGI/AFS objectives and conforms to the procedures in Section 2 of this document and the National Contingency Plan (NCP). Field activities proposed for the SGI which are not addressed in the existing FSP, if any, will be described in appropriate detail, consistent with FSP guidance, in the SGI Scope of Work. The FSP and revisions and/or amendments will be submitted to EPA for review and approval.

3. Health and Safety Plan

The existing Health and Safety Plan (HSP) for the Site establishes the procedures, personnel responsibilities, and training necessary to protect the health or safety of all investigation personnel as well as off-site residents and workers during the SGI/AFS and RD/RA. The plan provides for routine but hazardous field activities and for unexpected Site emergencies. The SGI Scope of Work shall ensure that the existing HSP addresses all SGI activities or provide appropriate amendments to the HSP. The HSP will be consistent with current relevant OSHA, DOT, and EPA health and safety guidance for Superfund site activities.

4. Community Relations Support Plan (CRSP)

EPA shall develop a Community Relations Plan (CRP) to describe public relations activities anticipated during the SGI/AFS. The Performing Settling Defendants shall develop a Community Relations Support Plan, whose objective is to ensure and specify adequate support from the Performing Settling Defendants for the community relations efforts of EPA. This support shall be at the request of EPA and may include, at a minimum:

a) participation in public informational or technical meetings, including the provision of visual aids and equipment;

b) publication and copying of fact sheets or updates; and

c) assistance in preparing a responsiveness summary after any public comment period.

Community groups will be given the opportunity to comment on the CRP.

C. Applicable or Relevant and Appropriate Requirements

United Technologies Corporation, General Electric, and the Town of Southington, under the 1987 AOC, have identified Federal Applicable or Relevant and Appropriate Requirements (ARARs), State ARARs, and any local requirements for the interim remedy. Additional ARARs may need to be identified during the SGI/AFS for the final remedy. Applicable requirements are those clean-up standards, standards of control, and other substantive requirements, criteria, or limitations promulgated under Federal environmental or State environmental or facility citing laws that specifically address a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstances at a CERCLA site. Relevant and appropriate requirements are those clean-up standards, standards of control, and other substantive requirements, criteria, or limitations promulgated under Federal or State environmental or facility citing laws that, while not applicable to a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstances at a CERCLA site, address problems or situations sufficiently similar to those encountered at the CERCLA site that their use is well suited to the particular site.

If so directed by EPA, the Performing Settling Defendants shall update the list of ARARs originally presented in RI/FS, to reflect any recent regulatory changes which may impact the SGI/AFS and the selection of a final remedy for groundwater for the Old Southington Site.

D. Data Requirements for Potential Remedial Alternatives and Technologies

Potential Remedial Action objectives have been identified for groundwater in the existing FS, including a preliminary range of remedial action alternatives and associated technologies. The Performing Settling Defendants shall identify, consistent with the National Contingency Plan and applicable guidance, any potential new remedial alternatives that may be useful, based on the results of the SGI, in remediating affected media including no action if appropriate. The Performing Settling Defendants shall consider the data needs for evaluating identified technologies and remedial alternatives for downgradient groundwater, or other affected media, during scoping for the SGI/AFS.

E. Expanded Schedule Supplemental Groundwater Study and Amended Feasibility Study

The major predetermined deliverables are identified in Table 1. The established schedule along with a more detailed, expanded schedule for subtasks shall be included as a component of the Work Plan for the SGI/AFS. Modifications of the schedule must be approved by EPA prior to their implementation.

The schedule shall be presented as a chart, which shall include target data and time periods for each deliverable, to the extent possible. The chart shall be updated when the schedule changes by showing the original (planned) due date and revisions of the due date.

A copy of the schedule shall be contained in the preface of each major deliverable of the SGI/AFS and in each monthly progress report required by the SGI/AFS agreement.

SECTION 3: PHASE I SUPPLEMENTAL GROUNDWATER INVESTIGATION:
Phase I Field Investigations

I. OBJECTIVES

A significant amount of scoping and investigatory work has been completed at the Site under the existing RI/FS (ESE, 1993). Areas where further scoping and investigatory work is required shall be detailed in the SGI Scope of Work. The report from the SGI field activities, the Supplemental Groundwater Investigation Report, shall include a discussion of the scoping requirements and provide a summary of all studies and findings, including the existing RI/FS (ESE, 1994), that have been completed at the Site.

At its onset, the goal of the SGI shall be to collect all field data which can reasonably be assumed to be necessary to determine the need for, and to perform, amendments to the existing FS and associated Risk Assessment calculations, sufficient to select a remedy. The SGI shall be designed using the existing data collected by EPA and all other available data sources (e.g., state and local files). The SGI shall be completed in a phased approach. Phase 1 will provide screening-level and CLP data for downgradient groundwater chemistry and hydrology, sufficient to estimate the extent of the migration of VOC contaminants from the Site. Phase I will also provide data of acceptable quality to define existing groundwater conditions at the site, and upgradient and downgradient of the site. The information gathered during Phase 1 will be used to develop a Scope of Work for Phase 2 field investigations. Phase 2 field investigations, described in Section 4, will be designed to delineate the plume boundary, investigate the bedrock water quality beneath the SSDAs and, if necessary, any hydraulic gradient in the bedrock aquifer, and to identify and investigate other media, if any, impacted by the contaminants emanating from the Site in downgradient overburden groundwater.

The Performing Settling Defendants shall ensure that the Phase 1 SGI provide screening data sufficient to estimate the extent of the overburden groundwater plume emanating from the Site, and shall, at a minimum, collect data to:

1) determine general overburden groundwater flow downgradient of the Site to the Quinnipiac River;

2) identify preliminary vertical gradients within the flow path;

3) characterize the general distribution of chlorinated VOCs within the flow path;

4) identify locations for the Phase 2 SGI;

5) characterize the distribution of VOCs and other parameters as deemed necessary by EPA in existing wells at the Site and upgradient and downgradient of the Site.

II. WORK PLAN REQUIREMENTS

The Phase 1 Supplemental Groundwater Investigations shall specifically consist of the activities described in this section, as detailed in the Phase 1 Scope of Work in the SGI/AFS Work Plan. The Phase 1 Scope of Work (SOW) and the Bedrock Groundwater Investigation Work Plan shall provide methodologies and data quality objectives for each activity. It shall also describe the relationship of each activity to the overall goals of the SGI/AFS. The Phase 1 SOW and the Bedrock Groundwater Investigation Work Plan shall provide specifics as to:

1) the location, number, and depth of groundwater sampling points;

2) the screening methods to be employed, including limitations and contingencies to address those limitations, as necessary;

3) the types of analyses and measurements to be taken at each sampling location;

4) the quality assurance/quality control procedures.

III. SCHEDULE/DELIVERABLES

Performing Settling Defendants shall begin the Phase I SGI study upon receipt of EPA's notification to proceed following entry of the CD. During the planning of the work for the Phase I SGI, the Performing Settling Defendants shall provide, for EPA's review and approval, all proposed deviations from the procedures in the Work Plan before making such changes in the field.

The Phase 1 SGI will be performed in two phases: Phases 1A and 1B. At the end of each phase the Performing Settling Defendants will submit to EPA and CT DEP a Data Report detailing the

information gathered during that phase. After Phase 1B, the Performing Settling Defendants will also submit a proposed Phase 2 Scope of Work. These data reports will include all data collected during the field investigations, in the form of summary tables, a database management system that is compatible with hardware and software currently available to EPA Region I personnel, and a complete description (with figures) of all sampling locations and depths. The report will also include graphs and text discussing the analytical results, as appropriate. Deliverables and data reports for the Bedrock Groundwater Investigation are as indicated in Table 1.

IV. COMPONENTS OF THE PHASE I SUPPLEMENTAL GROUNDWATER INVESTIGATION

A. Site Survey

The Performing Settling Defendants shall expand and update the existing Site survey (base map) for the areas downgradient of the Site investigated during the SGI, if and as necessary. This Site map shall have 2-foot elevation contours and shall display survey data collected at the Site. The map shall contain all standard topographic, physiographic, cultural, and facility features, the surveyed locations of all wells, and surface sampling locations. The Performing Settling Defendants shall provide to EPA and the Connecticut DEP copies of all recent deeds used during the survey and the survey field team notes.

If necessary, the Performing Settling Defendants shall prepare similar maps of appropriate scale, preferably same scale and level of detail of site maps if practical, that show off-site sampling locations. The basis of one of these maps shall be the U.S. Geological Survey 7.5-minute quadrangle which includes the Site.

The Performing Settling Defendants shall determine the elevations and horizontal locations of all microwells, wells, piezometer, and other sampling locations. It will be necessary to extend the Site base map based on the results of the SGI. The Site base map shall encompass an area large enough to show all pathways of overburden groundwater migration from the Site. The Site survey shall be of sufficient detail to delineate areas into which contaminants may migrate. The Survey should be compatible with EPA's computer system. The plan for how this component will be completed shall be part of the Phase 1 SGI Scope of Work, consistent with the existing FSP.

B. Phase 1A SGI

1. Objectives

The primary objective of the Phase 1A SGI is to determine the general groundwater flow downgradient of the Site. To access the downgradient groundwater flow path, the Performing Settling Defendants shall at a minimum:

a) review existing data on groundwater flow, including historical data and RI/FS data;

b) install sufficient microwells, screened in the lower portion of the overburden aquifer, to collect water level measurements for the purpose of determining overburden groundwater flow pathlines;

c) collect water level measurements from the deep wells at sufficient existing deep well locations to correlate new data with existing data;

d) prepare groundwater flowlines for the deep portion of the aquifer based on the new data.

2. Work Plan Requirements

The Phase 1 SGI Scope of Work shall describe the approximate number of microwells to be installed, with estimated locations and shall identify the specific existing deep wells to be measured. The Scope of Work shall provide a description of all data quality objectives, sampling and data analysis procedures to be used to meet the above objectives.

3. Reporting Requirements

A Phase 1A Data Report shall be prepared which provides the data collected during the Phase 1A SGI, discusses the methods used to analyze the data, and presents figures showing groundwater pathways. The Data Report shall provide recommendations for the number and locations of microwells for the Phase 1B

SGI, and a description of the rationale for the selected locations and their relation to meeting the Phase 1 SGI objectives.

C. Phase 1B SGI

1. Objectives

The primary objective of the Phase 1B SGI is to preliminarily define the extent of the overburden groundwater VOC contaminant plume. The data collected during the Phase 1B SGI will be used to develop a scope of work for the Phase 2 SGI. The Performing Settling Defendants shall conduct groundwater screening investigations and data analyses sufficient to:

a) determine the current hydrology and chemistry at upgradient, downgradient, and boundary existing wells;

b) measure the horizontal and vertical flow components within the groundwater flow path defined by the Phase 1A SGI;

c) measure the distribution of selected chlorinated VOC in groundwater over an appropriate vertical extent within the groundwater plume flow path defined by the Phase 1A SGI;

d) estimate the extent of VOC contaminants in overburden groundwater downgradient of the Site;

e) develop a scope of work for the Phase 2 SGI.

The Performing Settling Defendants shall also conduct monitoring for VOCs and other parameters at certain existing well locations at the site and both up and downgradient of the site to evaluate existing groundwater conditions. Data collected during this investigation will be of appropriate quality to potentially support future risk assessment evaluations, if necessary.

2. Work Plan Requirements

The Phase 1 SGI Scope of Work shall identify the specific existing wells to be sampled. The Scope of Work shall provide a description of all sampling and data analysis and validation procedures to be used to meet the above objectives, including field VOC screening techniques.

3. Reporting Requirements

A Phase 1B Data Report shall be prepared which provides the data collected during the Phase 1B SGI, discusses the methods used to analyze the data, and presents figures showing groundwater pathways, vertical gradients, and contaminant distribution. The Data Report shall provide the basis for development of the Phase 2 Scope of Work.

A Phase 2 Scope of Work shall be submitted to EPA and CT DEP which details the activities to be performed during the Phase 2 SGI, based on the results of the Phase 1 SGI.

V. PHASE I SGI DELIVERABLES

A. Phase IA SGI Data Report

The Performing Settling Defendants shall submit a Phase IA SGI Data Report as a Phase I Deliverable. This report will be submitted at the conclusion of the Phase 1A field investigations and will form the basis for EPA's approval to proceed with Phase 1B.

The Data Report shall include the methods, data gathered and analyses of results. The report will include tables, graphs, and a discussion of the results, as appropriate. The Performing Settling Defendants shall present an evaluation to EPA for review and approval on how well the studies satisfy the Phase 1A objectives. The report shall also explain differences between the actual field work and the work specified by EPA approved Work Plans for the SGI AFS. Any such differences shall have been approved by EPA prior to the field work in question. Deficiencies in satisfying the objectives shall be clearly stated. (Similarly, all differences in field work associated with the Bedrock Groundwater

Investigation shall be adequately detailed in the first sampling report.) Compilations of data shall be presented in formats that can accommodate the results of additional studies. The Data Report shall propose sampling locations for the Phase 1B SGI to EPA for review and approval. The Performing Settling Defendants shall provide data compilations on computer data bases that are compatible with those currently used by EPA Region I. The Performing Settling Defendants shall work closely with EPA during the development of the data bases.

B. Phase 1B SGI Data Report

The Performing Settling Defendants shall submit a Phase 1B SGI Data Report as a Phase 1 Deliverable. This Data Report shall be submitted at the conclusion of the Phase 1 SGI. The Data Report shall include the methods, data gathered and analyses of results. The Performing Settling Defendants shall present an evaluation to the agency for review and approval and discuss how well the studies satisfy the Phase 1B objectives. The report shall also explain differences between the actual field work and the work specified by EPA approved Work Plans for the SGI/AFS. Any such differences shall have been approved by EPA prior to the field work in question. Deficiencies in satisfying the objectives shall be clearly stated. Compilations of data shall be presented in formats that can accommodate the results of additional studies. The Performing Settling Defendants shall provide data compilations on computer data bases that are compatible with those currently used by EPA Region I. The Performing Settling Defendants shall work closely with the EPA during the development of the data bases.

C. Phase 2 Work Plan

The Performing Settling Defendants shall submit a Phase 2 Work Plan as a Phase 1 deliverable. Based on the screening data gathered during the Phase 1 SGI, the Performing Settling Defendants shall develop a scope of work for more comprehensive delineation of the extent of the overburden groundwater plume and its impact on other media, if any. The Phase 2 Scope of Work shall be sufficient to satisfy the Phase 2 objectives described in Section 4. The Phase 2 Scope of Work shall be submitted to EPA for review and approval. EPA may require modifications to the proposed Phase 2 scope based upon the Agency's own evaluation of the results of the Phase 1 program.

SECTION 4: PHASE 2 SUPPLEMENTAL GROUNDWATER INVESTIGATION

Phase 2 Field Investigations

I. OBJECTIVES

In the Phase 2 Supplemental Groundwater Investigations, the Performing Settling Defendants will conduct more comprehensive delineation of the extent of the overburden groundwater plume, investigate the bedrock water quality beneath the SSDAs and, if necessary, any hydraulic gradient in the bedrock aquifer, and the overburden groundwater plume's impact on other media, if any. The scope of the Phase 2 SGI will depend on the results from the data gathered during the preceding field investigations (Phase 1 SGI). The Phase 2 SGI will be performed in two phases, as necessary (Phases 2A and 2B). Phase 2B shall be necessary only to the extent that the results of Phase 2A (in conjunction with the findings of the Phase 1 SGI) indicate that media other than groundwater may be impacted by the groundwater plume from the Site.

The overall objectives of the Phase 2 SGI are to ensure sufficient data exists to characterize and/or describe the following, as appropriate based on the results of the Phase 1A and 1B SGI including results from the sampling of existing wells:

1) background conditions of the area and the extent of the overburden groundwater plume and its impact, if any, to any natural resource areas;

2) amount, lateral and vertical extent, and concentration of all substances identified in the groundwater plume, and toxicity, environmental fate, transport (e.g., bioaccumulation, persistence, mobility), phase (e.g., solid, liquid), trend (e.g. is plume area increasing or decreasing) and other significant characteristics of the hazardous substances identified in the groundwater plume at the Site at levels in excess of applicable regulatory standards as determined by EPA.

3) hydrogeologic factors for overburden groundwater (e.g., depth to water table and water table fluctuations, hydraulic gradients, hydraulic conductivity, porosity, and estimated recharge);

4) climate and water table fluctuation;

5) chemical, physical, and biological processes that may work to limit the continued transport, diminish the concentration, or otherwise attenuate contamination, and the quantitative extent to which these processes can be expected to provide adequate natural attenuation and how these processes may be enhanced;

6) extent to which the substances have migrated or are expected to migrate in the overburden groundwater plume at levels in excess of applicable regulatory standards as determined by EPA from their original location, and identify probable receptor areas;

7) ground-water characteristics and current and potential ground-water uses (e.g., characteristics related to the ground-water classes described in the Ground Water Protection Strategy, (EPA, 1984) and by the Connecticut Department of Environmental Protection);

8) waste characteristics that affect the type of treatment possible (e.g.; BTU values, pH, BOD);

9) potential extent and risk of future releases to groundwater of substances or residuals remaining on-site and off-site;

10) location of public and private water wells (aquifers used, construction details, water quality); and

11) natural resources which are shown to be impacted by the groundwater plume emanating from the Site.

Using this information, the Performing Settling Defendants shall further define the boundaries of the RI/FS study area. The groundwater characterization shall provide information sufficient to refine the preliminary identification of potentially feasible remedial technologies and the data needed by EPA to evaluate groundwater remedial alternatives and determine a final remedy and all information necessary for the State to complete the Groundwater Use and Value Determination. However, no additional investigation of the bedrock aquifer shall be required beyond the scope as defined in Section 4.IV of this SOW.

II. WORK PLAN REQUIREMENTS

The Phase 2 Supplemental Groundwater Investigations shall specifically consist of the activities described in this section, as detailed in the Phase 2 Scope of Work. The Phase 2 Scope of Work shall provide methodologies and data quality objectives for each Phase 2 activity. It shall also describe the relationship of each activity to the overall goals of the SGI/AFS. The Phase 2 Scope of Work shall provide specifics as to:

1) the location, number, and depth of groundwater monitoring wells;

2) the drilling methods to be employed, including limitations and contingencies to address those limitations, as necessary;

3) the types of analyses and measurements to be taken at each sampling location including data quality objectives, method references, and detection limits;

4) the quality assurance/quality control procedures.

The original Phase 2 Scope of Work shall describe activities to be completed during Phase 2A. If a Phase 2B field investigation is required, the Phase 2 Scope of Work will be amended to address field activities proposed for Phase 2B which were not performed for Phase 2A.

III. SCHEDULE/DELIVERABLES

Performing Settling Defendants shall include in the Phase 2 Scope of Work, a schedule for completing the Phase 2A SGI. During the planning for the Phase 2 SGI, the Performing Settling Defendants shall provide, for EPA's review and approval, all proposed deviations from the procedures in the SGI AFS Work Plan or existing RI/FS POP, before making such changes in the field.

A draft Supplemental Groundwater Investigation Report which meets the reporting requirements stated in this section shall be submitted consistent with the schedule (Table 1). This report will include all data collected during the SGI. This report shall also include all data in the form of summary tables organized by media, a database management system that is compatible with

hardware and software currently available to EPA Region I personnel and a complete description (with figures) of all sampling locations and depths.

IV. COMPONENTS OF THE PHASE 2 SUPPLEMENTAL GROUNDWATER INVESTIGATION

A. Phase 2A SGI

1. Objectives

The Performing Settling Defendants shall plan, conduct, and report subsurface and hydrogeological investigations within the overburden groundwater plume sufficient to characterize and/or describe, at a minimum, the following:

a) the nature and extent of groundwater contamination within the plume potentially emanating from the Site at levels in excess of applicable regulatory standards as identified by EPA in consultation with CT DEP;

b) populations and natural resources at risk from the overburden groundwater plume;

c) the estimated number of years necessary to achieve clean-up goals for groundwater extraction and treatment remedial alternatives;

d) the stratigraphy, structure and properties of the overburden aquifer including, but not limited to, thickness, lithology, grain size distribution (glacial sediment), porosity, hydraulic conductivity, fraction organic carbon (foc), storativity, sorting, permeability, and moisture content.

e) the concentration of each substance within the groundwater plume and the, transport mechanisms, potential receptor locations, and other significant characteristics of each substance present in the groundwater plume at levels in excess of applicable regulatory standards as determined by EPA in consultation with CT DEP. The contaminants of concern will be based upon the existing RI/FS and risk assessment;

f) the routes of overburden groundwater migration, transport rates, and potential receptors.

g) depth to and seasonal fluctuations in the water table, flow gradients, and contaminant concentrations, in relation to other factors such as precipitation, run-off, and stream flow;

h) the physical condition of existing monitoring wells and the need to replace and abandon them;

i) the extent to which the hazardous substances within the plume will migrate once the current limits of plumes are determined (analytical and/or numerical models and a process for quantitative modeling should be identified. The parameters, assumptions, accuracy, contingencies of the studies must be explicitly stated, and a plan established to verify the modeling if a significant risk is indicated for a specific population or environment);

j) a review and illustration of groundwater classifications;

k) the background concentrations for groundwater at a sufficient number of locations within the overburden.

Bedrock Groundwater Investigation

The Performing Settling Defendants shall also conduct a limited bedrock aquifer investigation. The investigation will proceed in a phased manner and shall be limited to the scope as described in this SOW. The first phase will consist of the following activities:

a) one bedrock well located upgradient of the vicinity of the R.V. & Sons building;
b) one bedrock well located downgradient of the vicinity of the R.V. & Sons building;
c) one bedrock well located upgradient of the vicinity of the Parks & Recreation building;

d) one bedrock well located downgradient of the vicinity of the Parks & Recreation building;

e) upgradient/downgradient will be determined relative to the bedrock surface, as described in the Remedial Investigation Report (RI);

f) no soil sampling will be performed during installation of the wells;

g) borings will be taken to competent bedrock and an additional 5 feet of bedrock will be cored to verify competent bedrock has been reached;

h) a screen will be installed across the interface of the weathered and competent bedrock. If weathered bedrock is not encountered, the screen will be installed across the interface between the till and competent bedrock;

i) the four bedrock wells will be sampled twice, for volatile organic compounds (VOC; EPA CLP TCL), once immediately after well development and once 4-6 months later;

j) the wells will be maintained for at least one year prior to their abandonment and plugging when cap installation begins.

If Phase 2 wells are deemed necessary based on the presence or indication of NAPL, the Phase 1 wells will not be abandoned until after Phase 2 wells are installed and sampling results analyzed. These wells (if installed) would be sampled in conjunction with the second round of bedrock groundwater sampling identified in Table 1.

It should be noted that the Bedrock Groundwater Investigation described above will follow the time line specified in Table 1. Those components of the SGI Work Plan which will describe implementation of this investigation will be included as the Bedrock Groundwater Investigation Work Plan.

2. Work Plan Requirements

The Performing Settling Defendants shall design investigations that are sufficient to fully address the objectives listed above and others that may arise during the SGI/AFS. The investigation should produce sufficient information to evaluate, among other options, the feasibility of controls on groundwater. The Phase 2 Scope of Work shall describe the locations, methods, field forms, procedures, and types of analyses to be used in performing the subsurface and hydrogeological

investigations. This description shall include specific drilling methods and protocol to be used. The Ground Water Technical Enforcement Guidance Document (OSWER Directive 9950, September 1986) and the Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites (OSWER Directive 9283.1-2, Final Review Draft, EPA, August 1988) shall provide the framework of these investigations. The Phase 2 Scope of Work shall clearly show the relationship between the objectives and the studies to be performed. The Scope of Work shall provide a mechanism for EPA to review and approve of deviations from the approved Scope of Work (that may be due to unforeseen field conditions). The Scope of Work shall allow for the potential for additional work contingent on the results of other studies. In no event shall the Performing Settling Defendants be required to conduct additional bedrock investigations, beyond those described in this Section 4.IV.

3. Reporting Requirements

For the subsurface and hydrogeological investigations, the Performing Settling Defendants shall present the results and describe the actual procedures (especially when the actual procedures differ from those in the scope of work) in a section of the Supplemental Groundwater Investigation Report. Any such differences shall have been approved by EPA prior to the field work in question. This section of the report shall contain all validated data, analyses, maps, cross sections, and charts necessary to meet the objectives for which the investigations were performed. Illustrations shall clearly identify the data points, values, and the degree of interpolation or extrapolation necessary to draw conclusions.

B. Phase 2B SGI

Following review of the draft Supplemental Groundwater Investigation Report, EPA will, in consultation with the CT DEP and the Performing Settling Defendants, make a determination as to whether contaminants in overburden groundwater, at levels in excess of applicable regulatory standards (as established by EPA), downgradient of the Site have sufficient potential to have impacted other media than groundwater (e.g., air, surface water, sediment, wetlands) to warrant additional investigations. Upon a finding that additional investigations are necessary, the Performing Settling Defendants shall develop a scope of work for Phase 2B activities to investigate those impacts. EPA will review the

proposed scope of work and may require modifications prior to its implementation. EPA may postpone a finding on additional impacts until sufficient long-term monitoring data has been collected, beyond the Phase 2A investigations, to determine long-term trends.

Additional Bedrock Groundwater Investigation

If the results of VOC analyses for the bedrock wells installed and sampled during the initial Bedrock Groundwater Investigation indicate the presence of NAPL or levels of a VOC potentially indicative of NAPL (concentrations in excess of 1% of the solubility of that VOC in water), a second phase bedrock aquifer investigation will be completed. If the presence of NAPL is not indicated nor the levels of a VOC exceed 1% of that VOC's solubility in water, additional bedrock aquifer investigation will not be required. If required, the second phase bedrock aquifer investigation shall be performed as follows:

a) a maximum of two additional bedrock wells will be installed;
b) the final locations for these two supplemental wells will be determined based on the results of the bedrock data obtained earlier during the initial Bedrock Groundwater Investigation;
c) the primary objective of these additional two bedrock wells will be to collect hydraulic data;
d) these two additional bedrock wells will be sampled twice, for VOC (EPA CLP TCL), once immediately after well development and once 4-6 months later, at which time the wells will be abandoned and plugged. The wells need to be reequilibrated after development and before sampling.
e) if two supplemental wells are installed, the initial Bedrock Groundwater Investigation wells will not be abandoned until after the Phase 2 wells are sampled and the results are analyzed.

V. PHASE 2 DELIVERABLES

The Performing Settling Defendants shall submit a Supplemental Groundwater Investigation Report as a Phase 2 Deliverable to EPA for review and approval. The Supplemental Groundwater Investigation Report shall include the methods, data gathered and analyses of results. The Performing Settling Defendants shall evaluate how well the studies satisfy the objectives of the SGI/AFS (Section 1), the Phase 1 SGI (Section 3), the Phase 2 SGI (Section 4) and the objectives

stated in study descriptions (Sections 3 and 4). The report shall also explain differences between the actual field work and the work specified by EPA approved Work Plans for the RI/FS and SGI/AFS. Any such differences shall have been approved by EPA prior to the field work in question. Deficiencies in satisfying the objectives shall be clearly stated. Compilations of data shall be presented in formats that can accommodate the results of additional studies. The Performing Settling Defendants shall provide data compilations on computer data bases that are compatible with those currently used by EPA Region I. The Performing Settling Defendants shall work closely with EPA during the development of the data bases.

SECTION 5: PRE-FINAL RECORD OF DECISION MONITORING AND SAMPLING

I. OBJECTIVES

The Performing Settling Defendants shall monitor the groundwater (overburden groundwater plume and overburden groundwater areas adjacent to the landfill and certain upgradient locations) to determine the potential long-term changes in the nature, extent, quantity, seasonal variability, climatological influence, environmental fate and transport, background levels, and migration pathways for each contaminant identified at the Site/plume. Pre-final Record of Decision (ROD) monitoring and sampling shall commence with Phase IB field work and continue quarterly or semi-annually until the issuance of the final ROD for groundwater remediation. The actual number and frequency of sampling rounds will be determined by EPA in consultation with CT DEP.

Based upon the results of the Phase 1 and/or Phase 2 field investigations, EPA may require the inclusion of certain additional downgradient locations in the groundwater monitoring program. Bedrock wells installed during the Bedrock Groundwater Investigation will not be included in the groundwater monitoring program.

II. WORK PLAN REQUIREMENTS

The Performing Settling Defendants shall submit a Work Plan for periodically sampling and monitoring contaminants in the overburden groundwater to EPA for review and approval. The Pre-final ROD Monitoring and Sampling Plan shall be submitted as part of the Work Plan for the SGI/AFS. The plan shall include provisions for needed expansions of the type, quantity, and coverage of the monitoring. The plan shall be consistent with the procedures and requirements established in the existing Project Operations Plan, the overall SGI/AFS objectives (Section 1), and the other components of the SGI (Sections 3 and 4). The plan shall also specify or include by reference all data quality objectives, sampling methods, analysis methods, and data validation and management procedures. The pre-final ROD monitoring, for the most part, shall be separate and in addition to the site-specific studies.

III. REPORTING REQUIREMENTS

Results shall be presented after each sampling event and in accordance with the procedures described in the existing Project Operations Plan. Results of each round of sampling shall be statistically and mathematically compared with results of previous rounds. Deviations and trends shall be illustrated and explained. All sampling reports shall be summarized for EPA and State review, and submitted as soon as possible following the sampling event.

SECTION 6: AMENDMENT TO THE HUMAN HEALTH AND ECOLOGICAL RISK ASSESSMENTS

I. AMENDMENT TO HUMAN HEALTH RISK ASSESSMENT

A Human Health Risk Assessment (HHRA) has been submitted by United Technologies Corporation, General Electric, and the Town of Southington under an Administrative Order on Consent and approved by EPA (dated December 3, 1993). Following the installation of the caps on site, EPA, in consultation with CT DEP, will determine when sufficient groundwater data has been collected to determine whether it is necessary to perform an Amendment to the HHRA (AHHRA) for the groundwater pathway only (including all associated direct and indirect exposure routes) and to amend the existing Feasibility Study (FS) for groundwater remedial alternatives. At that time, EPA will notify the Performing Settling Defendants to initiate the AHHRA and provide them with the latest EPA Human Health Risk Assessment Guidance. Within 30 days of EPA notification, the Performing Settling Defendants will submit to EPA and CT DEP a Work Plan to perform the AHHRA for EPA approval. The AHHRA will be used to help to determine if any additional remedial alternatives need to be considered for off-site groundwater, in addition to those already developed in the existing FS, and if so to develop those remedial alternatives for the AFS.

At a minimum, the Work Plan will address sampling parameters, frequency, locations, data validation level, detection limits, sampling method, and contaminants of concern. The Work Plan will be submitted to EPA for review and approval or disapproval prior to implementation. EPA will require at least 2 rounds of semi-annual sampling for 1 to 2 consecutive years for the AHHRA. The actual number of sampling rounds will be determined by EPA, in consultation with CT DEP, at the time EPA notifies the Performing Settling Defendants. EPA will provide additional information at this time to Performing Settling Defendants to ensure that the data is to be generated in a format that is conducive to performing risk assessment statistical tables.

This AHHRA would evaluate conditions off-site in the absence of any further remedial actions, i.e., it would constitute an assessment of the risks associated with a no action remedial alternative. The assessment would be developed in accordance with procedures and parameters developed by EPA and would consist of the following components, as necessary:

1) Hazard Identification
2) Dose-Response Assessment
3) Exposure Assessment
4) Risk Characterization and Uncertainty Analysis

A. Hazard Identification

The hazard identification process would be performed so as to identify any additional compounds other than those identified in the existing HRA, dated April 1993, which may cause adverse health effects to the exposed population or environment. Based on that process, a short list of indicator compounds would be selected for Dose-Response and Exposure Assessment.

The data collected for groundwater would be summarized in tables along with the frequency of detection, the detection limits employed, the range, the mean value and the maximum value of the concentrations detected.

B. Dose-Response Assessment

If necessary, toxicity profiles would be developed based on available literature review for each new potentially harmful compound identified in the SGI, in order to assess acute toxicity, chronic toxicity including system toxic effects, carcinogenicity, mutagenicity, tetragenicity, reproductive and other effects. In addition, toxicity profiles previously developed for the existing risk assessment would be updated, if so required by EPA. Acute and chronic effects of these compounds on non-human animal populations, aquatic life, and vegetation would also be discussed, if appropriate. In addition, the health based criteria and standards for evaluating risk would be identified.

C. Exposure Assessment

If necessary, an exposure assessment will be conducted to identify potential new exposure pathways other than those already considered in the existing HRA, dated April 1993. As necessary, based on the findings of the SGI, for new exposure pathways the environment fate and transport of contaminants of health or environmental concern (based on hazard identification) will be assessed. Potentially exposed populations will be characterized.

These new exposure scenarios will be constructed to quantify known and/or potential human exposure levels based on the exposure to groundwater analyses and population characterization. Once new exposure scenarios are developed, an estimate of the potential "dose" to the affected populations will be made based upon potential average and reasonable maximum conditions of exposure.

D. Risk Characteristics

Based on the result of the hazard identification, dose-response assessment, and exposure assessment, if determined by EPA to be necessary, the risk to public health and the environment from groundwater downgradient of the Site will be re-considered. Exposure point concentrations determined for each exposure pathway will be combined with chemical specific dose-response factors in order to quantitatively assess potential adverse health effects. The exposure assumptions used and the corresponding uncertainties will be clearly presented in the risk assessment.

For each receptor exposed via the groundwater pathway or potential pathway, the risk from exposure to individual contaminants and/or concurrent exposure to a chemical mixture will be assessed including both carcinogenic and non-carcinogenic effects. Where possible, risks will be quantified and compared to each chemical-specific ARAR identified in the RI/FS and/or SGI. The risks posed to non-human receptors including environmental resources shall be qualitatively evaluated.

II. AMENDMENT TO THE ECOLOGICAL RISK ASSESSMENT

Following the Phase 2 SGI, and sufficient long-term monitoring, EPA will make a determination, in consultation with CT DEP and the Performing Settling Defendants, as to the need to consider potential impacts from contaminants of concern in the overburden groundwater to media other than groundwater. Based on that determination and the results of any subsequent field investigations for media other than groundwater, EPA will determine, in consultation with CT DEP and the Performing Settling Defendants, the need for amendments to the existing ecological risk assessment. If amendments are determined to be needed, the Performing Settling Defendants shall conduct an appropriate ecological assessment to determine the nature and extent of groundwater plume impacts to the ecological resources.

The scope of an additional ecological assessment will be limited to the potentially impacted area, as delineated by the findings from the SGI and will include those types of studies appropriate to the defined potential impacts. The ecological assessment, if performed, will rely upon the data already available, such as the WET II, wetlands delineation, and surface water/sediment investigations, from the RI/FS.

Upon a decision that an additional ecological assessment is needed to amend the existing ERA, the Performing Settling Defendants, in consultation with EPA and CT DEP, shall submit a Work Plan describing the ecological assessments to be performed.

III. DELIVERABLES

The following reports, as necessary, shall be Deliverables for Step 5 (Table 1) of the SGI/AFS process:

1) Amended Human Health Risk Assessment
2) Amended Ecological Risk Assessment
3) Amended Development and Initial Screening of Alternatives
4) Post-Screening Field Investigation Work Plan

The amended risk assessments are discussed above. The remaining deliverables are discussed below.

A. Amended Development and Initial Screening of Alternatives

If determined by EPA to be necessary, an Amended Development and Initial Screening of Alternatives Report will be submitted to the Agency for review and approval as a Step 5 deliverable. The report shall contain a chart of any new alternatives and the analysis of the basic factors described in Section 7.II. The report shall justify deleting, refining, or adding alternatives. It shall also identify the data needed, if any, to select a remedy and the work plans for studies designed to obtain the data. The report shall contain charts, graphs, and other graphics to display the effectiveness of the alternatives.

This report shall also describe the methods by which the Performing Settling Defendants shall evaluate potential remedial alternatives to be submitted to EPA for review as a part

of this Step 5 deliverable. This Work Plan shall be consistent with the National Contingency Plan, Section 7.0 of this SOW, and shall consider the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA/540/G-89/004, OSWER Directive 9355.3-01, October 1988) and the guidance Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites (EPA/540/P-91/001, OSWER Directive 9355.3-11, February 1991), Presumptive Remedy for CERCLA Municipal Landfill Sites (EPA/540/F-93/035, OSWER Directive 9355.0-49FS, September 1993), and Streamlining the RI/FS for Municipal Sites (EPA OSWER Directive 9355.3-1FS, September 1990).

B. Post-Screening Field Investigation Work Plan

If determined by EPA to be necessary, a Post-Screening Field Investigation Work Plan shall also be prepared by the Performing Settling Defendants and submitted to EPA for review as a Step 5 deliverable. Alternatives, particularly those involving innovative technologies, may require additional field investigations to obtain data needed for the further evaluation of Site characteristics and the detailed analysis of alternatives. The Post-Screening Field Investigation Work Plan may include, for example:

a) supplemental literature searches to obtain additional data on treatment technologies;
b) bench and pilot scale treatability tests; or
c) the collection of additional field data to assess further the characteristics of the Site.

The Post-Screening Field Investigation Work Plan shall conform to the objectives, procedures, and methods described in Sections 1-6 of the Statement of Work. The investigations shall include the collection of data needed to evaluate the effectiveness of the remedial alternatives, conceptually design remedial actions, select a remedy, and sign a record of decision. In the Post-Screening Field Investigation Work Plan the Performing Settling Defendants shall describe the methods and procedures to be followed to perform field investigations necessary to fill the remaining data gaps. If the Performing Settling Defendants believe that no further field investigations are necessary, they must

provide an explanation of how the previous studies fulfilled all of the data objectives and requirements of the National Contingency Plan and the Statement of Work. The EPA shall have the final authority to determine if further field investigations are necessary. In no event shall the Performing Settling Defendants be required to conduct additional bedrock investigations.

SECTION 7: POST-SCREENING FIELD INVESTIGATION

I. OBJECTIVES

The purpose and objective of this phase is to provide for the information required to fill all relevant data gaps and to provide information necessary to perform the Detailed Analysis of Alternatives and the preparation of the first draft Amended FS. This may include, but not be limited to, bench and pilot studies of potential technologies, literature searches, and field investigations. Field investigations must be performed by the Performing Settling Defendants, if information relevant to the selection of a remedial action alternative is not sufficient to perform a Detailed Analysis of Alternatives that shall result in a remedy consistent with the National Contingency Plan. The Performing Settling Defendants must also perform additional field investigations if new areas of concern are identified that require characterization to accurately define the Site boundaries. In no event shall the Performing Settling Defendants be required to conduct additional bedrock investigations.

II. DETAILED ANALYSIS OF ALTERNATIVES

A. Analysis

If new remedial alternatives are identified for groundwater, a Detailed Analysis will be performed for each new groundwater remedial alternative. This detailed analysis of new alternatives will consist of an assessment of individual alternatives against each of the nine (9) evaluation criteria and a comparative analysis that focuses upon the relative performance of each alternative against those criteria. The analysis will be consistent with the National Contingency Plan (NCP) (40 CFR Part 300) and shall consider the Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA (OSWER Directive 9355.3-01) and the guidance Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites (EPA/540/P-91/001, OSWER Directive 9355.3-11, February 1991), Presumptive Remedy for CERCLA Municipal Landfill Sites (EPA 540/F-94/035, OSWER Directive 9355.0-49FS, September 1993) Guidance.

1) Overall protection of human health and the environment
2) Compliance with ARARs

3) Long term effectiveness and permanence
4) Reduction of toxicity, mobility, or volume through treatment
5) Short term effectiveness
6) Implementability
7) Cost
8) State Acceptance
9) Community Acceptance

Criteria one (1) and two (2) from the above list are considered threshold criteria. This means that an alternative must meet these two (2) criteria or must contain a statutory basis for waiving compliance with specific ARARs in order for it to be eligible for selection. Criteria three (3) through seven (7) on the above list are considered primary balancing criteria. These five (5) criteria are used to further evaluate alternatives that satisfy the threshold criteria. The final two (2) criteria, state acceptance and community acceptance, are modifying criteria that shall be considered by EPA in remedy selection.

B. Reporting

The Detailed Analysis of alternatives report, if determined by EPA to be necessary, shall be presented in the Amended FS, will use the groundwater portions of the existing FS, and be amended as necessary to contain the following:

1) further definition of each alternative with respect to the volumes or areas of contaminated media to be addressed, the technologies to be used, and any performance requirements associated with those technologies;

2) a process scheme for each alternative which describes how each process stream, waste stream, emission residual, or treatment product shall be handled, treated and/or disposed,

3) an assessment and a summary profile of each alternative against the nine (9) evaluation criteria; and

4) a comparative analysis among the alternatives to assess the relative performance of each alternative with respect to each evaluation criterion

Even if the groundwater is contained within the waste management unit, the Performing Settling Defendants shall if so requested by EPA evaluate alternatives that will remediate the contamination that has migrated from the Site, if such alternatives are found by EPA to be practicable.

III. DELIVERABLES FROM POST-SCREENING FIELD INVESTIGATIONS

A. Draft Amended FS

If determined by EPA to be necessary, Performing Settling Defendants shall submit a complete Draft Amended Feasibility Study to EPA for review after completing the Post-Screening Field Investigation. This and any subsequent drafts shall conform to the NCP (40 CFR Part 300), Presumptive Remedy for CERCLA Municipal Landfill Sites (EPA/540/F-93/035, OSWER Directive 9355.0-49FS, September 1993) Guidance, Streamlining the RI/FS for Municipal Sites (EPA OSWER Directive 9355.3-1FS, September 1990), the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA/540/G-89/004, OSWER Directive 9355.3-01, October 1988), the guidance Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites (EPA/540/P-91/001, OSWER Directive 9355.3-11, February 1991), and any additional format, guidance, or examples provided by EPA. The Draft Amended Feasibility Study (AFS) will be submitted after the Performing Settling Defendants receive notification from EPA to start the Amendment to the Human Health Risk Assessment (AHHRA) and the AFS. The AFS shall include a chart that delineates each criteria listed in Section 7.II. for each alternative. Other graphics shall be included that allow for comparisons of multiple alternatives at various risk, cost, and clean-up levels. These include but are not limited to graphs of the cost of potential remediation alternatives with projected groundwater and surface water (if necessary) concentrations plotted against time to achieve cleanup criteria. The Performing Settling Defendants shall compare the alternatives by using the listed criteria and other appropriate criteria consistent with the National Contingency Plan and all previous sections of this Statement of Work.

B. Work Plan

If EPA or the Performing Settling Defendants deems that additional studies are needed, the Performing Settling Defendants shall submit a work plan for approval by EPA, and perform the studies consistent with an EPA approved work plan. In no event shall the Performing Settling Defendants be required to conduct additional bedrock investigations.

SECTION 8: ADDITIONAL AMENDED FEASIBILITY STUDY DRAFTS, REVIEWS, AND REVISIONS

The Performing Settling Defendants shall be prepared to revise the Amended FS until a final Record of Decision is signed. Following EPA comments on the First Draft Amended FS, the Performing Settling Defendants shall prepare a Second Draft Amended FS incorporating all EPA comments and requested changes. Depending on the acceptability of the latest Draft Amended FS, or other conditions, EPA may request any number of drafts until a Draft Amended FS is produced which EPA determines is satisfactory for public comment, or EPA may choose to complete the documents. The approval process shall be done pursuant to Section XI, EPA Approval of Plans and Other Submissions, in the CD.

When EPA determines that no other studies or Amended FS Drafts are needed, the most recent Performing Settling Defendants' Draft Amended FS shall be considered the Final Draft Amended Feasibility Study. The Final Draft Amended Feasibility Study shall be submitted for public comment by EPA.

After the public comment period, the Performing Settling Defendants shall assist EPA in preparing a responsiveness summary. This assistance shall include, but not be limited to, providing EPA with draft responses to any comments provided by EPA to the Performing Settling Defendants within three weeks of the date EPA provides the comments to the Performing Settling Defendants. If EPA seeks assistance from the Performing Settling Defendants to numerous technical or extensive comments and an extension is requested, EPA shall extend the three week deadline by an appropriate time period.